COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Video Conference Call
Tuesday, June 2, 2020, 6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.

II. When Speaking to the City Council Please:
- Clearly State Your Name and Address.
- Direct all questions/comments to the Mayor and only the Mayor.
- No personal attacks on staff or Council.
- Speak to the City Council with Civility and Decorum.

III. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.

IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.

V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

Please silence cell phones during the City Council meeting.

This meeting will not be open to the public, per the order issued by Governor Gordon and the Natrona County Public Health Officer. Those wishing to make public comments may call 307-235-7568. Meetings will be streamed live on YouTube as well as cable channel 192.

AGENDA

1. ROLL CALL

2. CONSIDERATION OF MINUTES OF THE MAY 19, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 28, 2020

3. CONSIDERATION OF BILLS AND CLAIMS

4. BRIGHT SPOTS IN OUR COMMUNITY – "307 FIRST" MONTH

5. COMMUNICATIONS

   A. From Persons via Telephone

6. ESTABLISH DATE OF PUBLIC HEARINGS

   A. Consent

      1. Establish June 16, 2020, as the Public Hearing Date for Consideration of:

         a. Adoption of the **Fiscal Year 2020 Budget Amendment No. 3**

         b. Adoption of the **Fiscal Year 2020-2021 Budget.**

7. THIRD READING ORDINANCE

   A. Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to **Litter Control**.

      1. Communications from Persons via Telephone

   B. Amendments to the **Liquor License Ordinances 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530, 5.08.535.**

      1. Communications from Persons via Telephone

8. SECOND READING ORDINANCES

   A. Approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 Regarding **Unsafe Structures and Equipment**.

      1. Communications from Persons via Telephone

   B. Approving a Zone Change of Lots 344 and 345, **Kenwood Addition Subdivision**, from R-2 (One Unit Residential) to C-2 (General Business).

      1. Communications from Persons via Telephone

   C. Vacation and Replat of Lot 1, Block 1, Cemetery Addition, to Create the **Gorgan Hills Addition** Subdivision, Comprising 31.52-Acres, More or Less, Generally Located South of West 46th Street and East of Moose Street.

      1. Communications from Persons via Telephone

9. RESOLUTIONS

A. Consent

1. Authorizing a Lease to the **Casper Area Transportation Coalition, Inc**., a Wyoming Non-profit Corporation, for **Two Building, the Parking Area, and Adjacent Land at 1715 East 4th Street**.

2. Authorizing a **Professional Services Contract** with the **Casper Area Transportation Coalition, Inc.,** a Wyoming Non-profit Corporation, for Fiscal Year 2021.

3. Authorizing a Lease for the use of Certain **City-Owned Vehicles** to the **Casper Area Transportation Coalition, Inc.,** a Wyoming Non-profit Corporation, for the Transportation of the Elderly, Disabled, and General Public for Fiscal Years 2021-2022.

4. Authorizing **Amendment No. 2 to the Lease Agreement** between the City of Casper and the **Casper Amateur Hockey Club**.

5. Acceptance of the **Department of Justice, BJA FY20 Coronavirus Emergency Supplemental Funding Grant**, in the Amount of $51,875.00.

6. Authorizing an Agreement with **Installation and Service Company, Inc.,** in the Amount of $307,545 for the **Casper Events Center Water Service Replacement Project**.

7. Authorizing an Agreement with **Casper Electric, Inc.,** in the Amount of $210,000, for the **Casper Events Center Fire Alarm Replacement Project**.

8. Authorizing an Agreement with **Grizzly Excavating and Construction LLC**, in the Amount of $223,811 for the **Life Steps Parking Lot Improvements Project**.

9. Authorizing an Agreement with Transmission Distribution Service, LLC, dba **TDS Construction,** in the Amount of $64,185, for the **Armory Park Bike Lane Connection Project**.

10. Authorizing an Agreement with **Crown Construction, LLC**, in the Amount of $37,500, for the **2nd Street Railing Painting Project.**

11. Authorizing an Amended Promissory Note and Re-Amortization Schedule in the Amount of $5,334,206.39 with the **State Land and Investment Board** for the State Revolving Fund Loan for the **Baler Building Expansion**.

10. MINUTE ACTION

A. Consent

1. Authorizing the Discharge of $27,111.03 of **Uncollectible Accounts Receivable Balances,** Aged between the Dates of January 1, 2015 and March 31, 2015, Including a More Recent Bankruptcy and Estate Liquidation.

2. Authorizing the Inclusion of Fiscal Year 2020-2021 **Summary Proposed Budget** into the Minutes of the June 2, 2020, Regular Council Meeting.

11. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL

12. ADJOURN INTO EXECUTIVE SESSION – PROPERTY ACQUISITION

13. ADJOURNMENT

Upcoming Council meetings

Council meetings
6:00 p.m. Tuesday, June 16, 2020– Location tentative
6:00 p.m. Tuesday, July 7, 2020 – Location tentative

Work sessions
4:30 p.m. Tuesday, June 9, 2020 – Location tentative
4:30 p.m. Tuesday, June 23, 2020– Location tentative

ZONING CLASSIFICATIONS

FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay
HO	Historic Overlay	ED	Education
OB	Office Business	OYD	Old Yellowstone District

COUNCIL PROCEEDINGS
Casper City Hall – Video Conference Call
May 19, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:10 p.m., Tuesday, May 19, 2020. Present at City Hall: Councilmember Pacheco and Mayor Freel. Councilmembers Bates, Cathey, Hopkins, Huber, Johnson, Powell and Vice-Mayor Lutz attended via conference call.

2. EXECUTIVE SESSION MINUTES

Moved by Vice-Mayor Lutz, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the April 28, 2020, executive session. Motion passed.

3. MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Huber, to, by minute action, approve the minutes of the May 5, 2020, regular Council meeting, as published in the Casper-Star Tribune on May 14, 2020. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Cathey, seconded by Councilmember Hopkins, to, by minute action, approve payment of the May 19, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 05/19/20

307CollsnCtr	Services	4,805.44
AMBI	Services	1,787.05
AceHdwr	Goods	20.77
Adecco	Services	1,164.00
Ahern	Services	46.00
AirInnov	Services	1,505.00
Airgas	Goods	210.34
AllncElect	Services	6,948.00
Allrtech	Services	42.00
Alsco	Services	902.04
Ameritech	Goods	3,421.61
Amerigas	Goods	66.51
AppldCncpts	Goods	6,730.00
AtlasOffice	Goods	1,436.56
AtlasRepro	Services	213.61
B32Eng	Services	7,163.17
BnkofAmerica	Goods	122,522.35
Bargreen	Goods	484.04
BlckHllsEnrgy	Utilities	8,346.93
BloedornLmbr	Goods	3,910.22
Brenntag	Goods	19,626.18
BrbcksRefrig	Services	83.88

CarusCorp	Goods	8,964.00
Caselle	Services	75.00
CATC	Funding	199,102.26
CsprStarTrib	Ads	4,348.52
CsprTire	Goods	495.00
CsprWinnlson	Goods	577.41
CtrlWyRegWtr	Services	284,032.57
CenturyLink	Services	18,745.37
CH2MHill	Services	5,246.77
ChldDevCtr	Funding	1,770.83
ChldrnAdvcy	Funding	8,645.81
CtyofCspr	Services	92,477.54
CMITeco	Goods	7,359.40
CllctnCtr	Services	1,286.96
CommTech	Goods	360.50
CPU	Goods	1,580.80
Convrgeone	Goods	2,545.40
CrownConst	Services	6,347.50
CrumElect	Services	155.12
DavidsonFxd	Services	4,053.47
Decker	Services	306.11
DeltaDental	Services	440.60
DennisSply	Goods	189.34
DesertMtn	Goods	8,245.46
DiamondVgl	Goods	136.92
DPCInd	Goods	6,458.87
EmrgncyMedDir	Services	899.40
EmrgncyMedPhys	Services	222.00
EngDsgnAssoc	Services	125.00
FergusonEnt	Goods	18,529.95
FirstData	Goods	1,042.76
FIB	Services	4,907.61
FloydsTrckCntr	Goods	12.06
ForterraPipe	Goods	1,534.92
FuturePro	Goods	3,065.00
Galls	Services	378.00
GolderAssoc	Services	1,412.50
Grainger	Goods	228.08
GranitePk	Services	262.50
HDREng	Services	13,303.86
HitekComm	Services	3,236.00
Homax	Goods	3,370.47
HwrdSpply	Goods	254.88
HunterInd	Goods	2,972.42
IndScrn	Goods	1,822.47

ITCElect	Services	137.85
Itron	Goods	822.61
JBrown	Reimb	500.00
KHinton	Reimb	141.75
KnifeRiver	Goods	10,912.36
Kubwater	Goods	5,618.85
LisasSpcnSpn	Services	1,140.00
LongBldgTech	Services	10,119.10
McMurry	Goods	463.75
MedclPriority	Services	1,335.00
MercerHse	Funding	8,001.38
MichaelsFence	Goods	111.73
MonsonJantrl	Services	4,844.81
MthrSetonHse	Funding	3,025.00
Motorola	Goods	3,954.33
MtnStatesLitho	Services	244.96
MtnWestTele	Utilities	503.74
MunicipalCode	Goods	444.73
MunicipalTrtmt	Services	56,280.00
NCHCorp	Goods	900.00
NCSheriff	Services	79,248.24
Nicolaysen	Funding	16,901.29
Norco	Services	520.32
OlsonAuto	Services	2,554.31
OneCall	Services	228.75
OverheadDr	Services	3,267.00
PlatteRvrTrls	Funding	19,283.84
PstlPros	Services	11,509.06
ProforceLw	Services	142.45
RapidFireProt	Services	1,465.00
Ricoh	Services	703.73
RckyMtnPwr	Utilities	103,263.25
RooterSwr	Services	661.44
SkylineRnchs	Services	195.64
Smarsh	Services	1,835.00
Stanard&Assoc	Services	3,067.50
StantecConslt	Services	5,580.67
StofWY	Services	5,937.83
StofWy-Unemp	Services	16,965.03
SterlingInfo	Services	1,460.71
SummitPrtnrs	Goods	22,757.97
Thatcher	Goods	17,869.50
Thyssenkrupp	Services	6,588.65
TopOffice	Goods	284.42
TretoConst	Services	161,946.84

Tweeds	Goods	127.80
TylerTech	Goods	14,350.00
Uniforms2Gear	Goods	119.18
VeoliaES	Goods	7,026.79
Verizon	Services	2,518.89
WardwellWtr	Services	30.01
WtrTech	Goods	12,682.00
WstPlnsEng	Services	3,500.00
WestlandPrk	Services	1,453.29
WLCEng	Services	6,719.90
WyPeaceOfficers	Dues	220.00
WySteel	Goods	3,901.80
YouthCrisisCtr	Funding	5,817.50
Total		1,565,170.66

5. COMMUNICATIONS VIA TELEPHONE

No citizens addressed the Council.

6.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the municipal code text amendment regarding unsafe structures and equipment.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated May 15, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 29, 2020. City Manager Napier provided a brief report.

Speaking in support were: Ruth Heald, Casper-Natrona County Health Department; and Ashley Woodward, Meals on Wheels; Heather Ross, and Brad Hopkins, Wyoming Rescue Mission

Speaking in opposition were: Lisa Engebreten, Forefront Real Estate; Linda Bergeron, 2355 S. Larkspur, Pam Elrod, 12920 Dusty Lane; and Michael Pedry.

Councilmembers had several questions for citizens and for staff. City Attorney Henley further explained the rights of property owners and the process of inspecting a property as well as due process. City Manager Napier encouraged Ms. Elrod to contact him directly regarding her experience with City staff. City Manager Napier also summarized the intent and limits of the proposed ordinance for Mr. Pedry.

There being no others to speak for or against the issues involving unsafe structures, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 12-20
AN ORDINANCE AMENDING SECTION 15.02.120 AND 15.040.070 OF THE CITY OF CASPER MUNICIPAL CODE.

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Powell.

Councilmembers discussed the matter. Councilmember Cathey called for the question. Seconded by Councilmember Pacheco. Motion to approve the ordinance, on first reading, passed.

6.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the zone change of Lots 344 and 345, Kenwood Addition.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated May 1, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 29, 2020. City Manager Napier provided a brief report.

Speaking in support was Ms. Hawthorne, 5120 Mountain Way.

There being no others to speak for or against the issues involving the zone change, the public hearing was closed.

Councilmembers Huber and Hopkins spoke on the matter. City Manager Napier addressed the zoning question presented by Councilmember Huber.

Following ordinance read:

ORDINANCE NO. 13-20

AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 344 AND 345, KENWOOD ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Huber. Motion passed.

6.A.3 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the Gorgan Hills Addition. Mayor Freel shared that issues regarding any alleged prior conflict of interest should be addressed at a different venue.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated May 6, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 29, 2020. City Manager Napier provided a brief report.

Speaking in support was Jesse Morgan, applicant.

Speaking in opposition were: Cheryl Hackett, 4441 Moose; Bill Burkett, 4610 Puma; Connie Rodgers; Eric Lawrence, 3710 W. 46th; and Jim Brunett, 3630 W. 46th.

Councilmembers asked questions of those calling in and shared their thoughts on the subdivision. The matter of alleged conflict of interest was discussed and Mayor Freel asked for guidance on the matter. City Attorney Henley stated that the matter before Council is the use of the land and the development of the land for this subdivision. Council also asked about the recommendations of the Planning and Zoning Commission regarding street cuts for this subdivision and he provided a summary of what they endorsed. The main concerns citizens shared were the number of cross streets in the subdivision and possible access to nearby State-owned land.

There being no others to speak for or against the issues involving the Gorgan Hills Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 14-20

AN ORDINANCE APPROVING THE GORGAN HILLS ADDITION SUBDIVISION AGREEMENT AND A VACATION AND REPLAT CREATING GORGAN HILLS ADDITION, COMPRISING 31.52 ACRES, MORE OR LESS.

Councilmember Bates presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. Councilmembers discussed the following: the length of blocks between cross streets, access to nearby State-owned land, the grade of potential cross streets in the subdivision, and future connectivity if the State-owned land is sold for development in the future. Craig Collins, City Planner, addressed many questions presented by Council, including background on the requirement for set block lengths and the purpose of this requirement.

Moved by Councilmember Huber to amend the ordinance. Mayor Freel requested that Council finish their discussion first. Councilmember Powell asked if the City could require additional streets if the land was replatted in the future. City Manager Napier indicated that Council could, but that it may not be a practical option at that time. Council discussed the matter further.

Moved by Councilmember Huber, to amend the ordinance to remove the requirement for the cross street that was recommended by the Planning and Zoning Commission. Seconded by Councilmember Hopkins. Councilmembers Bates, Cathey, Pacheco and Vice-Mayor Lutz voted Nay. Mayor Freel abstained, and all others voted aye. Motion to amend failed. Council then voted on the ordinance, on first reading, as presented. Mayor Freel abstained. Motion passed.

6.B PUBLIC HEARING—ANNEXATION

Mayor Freel opened the public hearing to consider if the annexation of the Sontrust No. 1 Addition complies with W.S. 15-1-402.

City Attorney Henley entered four (4) exhibits: correspondence from Liz Becher to J. Carter Napier, dated May 6, 2020; an affidavit of publication, as published in the Casper-Star Tribune, dated March 10, 2020; an affidavit of publication, as published in the Casper-Star Tribune, dated April 13, 2020; and the Sontrust No. 1 Addition annexation report, dated March, 2020. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the Sontrust No. 1 Addition, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 20-97

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF THE SONTRUST NO.1 ADDITION TO THE CITY OF CASPER.

Councilmember Pacheco presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Motion passed.

Following ordinance read:

ORDINANCE NO. 7-20

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND SUBDIVISION AGREEMENT FOR THE SONTRUST NO. 1 ADDITION TO THE CITY OF CASPER; AND ZONING SAID ADDITION R-3 (ONE TO FOUR UNIT RESIDENTIAL)

WHEREAS, Sontrust Development, LLC has applied to annex and plat a 12,700 square foot parcel, located at 2665 Allendale Boulevard, to create the Sontrust No. 1 Addition Subdivision in a portion of the SW1/4SW1/4 of Section 15, T.33N., R.79W., 6th P.M., Natrona County Wyoming; and,

WHEREAS, the applicant has applied for R-3 (One to Four Unit Residential) zoning of said Sontrust No. 1 Addition; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating the Sontrust No. 1 Addition, and the zoning of the same as R-3 (One to Four Unit Residential) following a public hearing on February 20, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:
The annexation of the Sontrust No. 1 Addition, as described above, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:
The plat of the Sontrust No. 1 Addition is hereby approved.

SECTION 3:
The Subdivision Agreement between the City of Casper and Sontrust Development, LLC is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said agreement.

SECTION 4:
The Sontrust No. 1 Addition is hereby zoned R-3 (One to Four Unit Residential).

SECTION 5:
All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 6:
This ordinance shall, pursuant to W.S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 7th day of April, 2020.
PASSED on 2nd reading the 21st day of April, 2020.
PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 19th day of May, 2020.

Councilmember Cathey presented the foregoing ordinance for adoption, on third reading. Seconded by Councilmember Pacheco. Motion passed.

6.C PUBLIC HEARING - MINUTE ACTION
Mayor Freel opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 44, to Occasions by Cory, LLC, d/b/a Occasions Entertainment Group, located at 303 South Wolcott Street.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated May 6, 2020; an affidavit of publication, as published in the Casper-Star Tribune, dated May 11, 2020; an affidavit of website publication, as published on the City of Casper website, dated May 5, 2020; an affidavit of notice of conspicuous posting, as posted at 303 S. Wolcott, dated May 5, 2020; and the liquor license application filed April 24, 2020.

There being no one to speak for or against the issues involving Restaurant Liquor License No. 44, the public hearing was closed.

Moved by Councilmember Powell, seconded by Councilmember Bates, to, by minute action, authorize the issuance of Restaurant Liquor License No. 44. Councilmember Hopkins asked if it is clear to the applicant that a restaurant liquor license does not allow for off-site catering. Mayor Freel indicated that the applicant had already been working with another liquor license holder to cater off-site. Motion passed.

7. ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 10-20

AN ORDINANCE AMENDING CHAPTER 17.68 OF THE CASPER MUNICIPAL CODE, PERTAINING TO GAMING/GAMBLING IN THE C-4 (HIGHWAY BUSINESS) ZONING DISTRICT.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That Section 17.76.020 of the Casper Municipal Code is hereby amended to add "Gaming/Gambling," alphabetically, as a permitted use in the C-4 (Highway Business) zoning district, and renumber the section, as follows:

17.76.020- Permitted uses.

Except as otherwise provided, no new building, structure, or land use shall be permitted in the C-4 district, except:

1. Animal shelters, animal clinics, and animal boarding and treatment centers;
2. Assembly of devices or instruments, or packaging of products from previously prepared materials;
3. Automobile parks;
4. Automobile sales and repair areas and shops;
5. Automobile service stations, automobile service centers, and public garages;
6. Bed and breakfast;
7. Bed and breakfast homestay;
8. Bed and breakfast inn;
9. Builders' supply yards;
10. Churches;
11. Clubs and lodges;
12. Commercial dairies (excluding dairy farms);
13. Commercial laundries;
14. Convenience establishment, high volume;
15. Dance studios;
16. Day-care, adult;
17. Child care center;
18. Family child care center- zoning review;
19. Family child care home;
20. Family child care home - zoning review;
21. Drive-in/through facilities such as restaurants, package liquors, branch banks, etc.;
22. Farm implement sales and service;
23. Frozen food lockers;

24. Gaming/gambling
25. Greenhouses;
26. Grocery stores;
27. Group homes;
28. Heliports;
29. Homes for the homeless (emergency shelters);
30. Hotels, motels;
31. Kennels;
32. Manufactured home (mobile) sales;
33. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents, and public health facilities;
34. Nurseries;
35. Offices, general and professional;
36. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
37. Pawn shops;
38. Personal service shops;
39. Pet supplies;
40. Plumbing, welding, electrical supply, service shops, and fabrication shops;
41. Printing and newspaper houses;
42. Public utility and public service installations and facilities, including repair and storage facilities;
43. Radio and television stations, including transmitting and receiving towers;
44. Recreation centers, restaurants, cafes, coffee shops, and retail business;
45. Retail businesses;
46. Sale barns;
47. Trade or business schools;
48. Transportation depots;
49. Truck/car stops;
50. Warehouses, indoor and outdoor storage.
51. Sexually oriented businesses, pursuant to all regulations set forth in Section 9.24.110 of the municipal code;
52. Neighborhood assembly uses;
53. Regional assembly uses;
54. Branch community facilities;
55. Neighborhood grocery.

SECTION 2:

That Section 17.76.040 of the Casper Municipal Code 1s hereby amended to remove the strikethrough text, and renumber the section as follows:

17.76.040- Conditional uses.

The following are conditional uses in the C-4 district:

A. Parking lots;
B. Recycling businesses;
C. Other compatible uses, as determined by the commission.

SECTION 3:

This ordinance shall be in full force and effect from and after passage on three readings and publication.
PASSED on 1st reading the 21st day of April, 2020.
PASSED on 2nd reading the 5th day of May, 2020.
PASSED, APPROVED and ADOPTED on 3rd and final reading the 19th day of May, 2020.

Vice-Mayor Lutz presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Hopkins.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

8.A ORDINANCE– SECOND READING
Following ordinance read:

ORDINANCE NO. 11-20
AN ORDINANCE AMENDING CHAPTER 8.40 OF THE CASPER MUNICIPAL CODE, PERTAINING TO LITTER CONTROL.

Councilmember Huber presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates.

There being no callers initially, Council began their discussion of the cost and safety issues with covering dumpsters to prevent litter at construction and demolition sites.

Speaking in opposition to the ordinance were: Leroy Erickson, Waste Connections and Chris Bloom. Both citizens expressed their concerns with the safety and practical aspects of covering construction site dumpsters, and answered questions presented by Council. Mr. Bloom offered to demonstrate the process of covering a dumpster.

Councilmembers discussed cover options, as well as the feasibility and safety involved in requiring that the dumpsters be covered.

Moved by Councilmember Pacheco, to amend the ordinance to add "With covers", to strike "that meet the standards prescribed by Chapter 8.32 of this code", and to add "and shall make appropriate arrangements for the collection thereof or shall transport the same by himself or his agent or employee to an authorized facility for final disposition. Acceptable covers are illustrated here.". Seconded by Councilmember Bates. Councilmember Cathey asked for clarification on the language. Motion to amend passed. Council then voted on the ordinance, on second reading, as amended. Councilmember Bates voted nay. Motion passed.

8.B ORDINANCE– SECOND READING
Following ordinance read:

ORDINANCE NO. 9-20
AN ORDINANCE UPDATING AND AMENDING SECTIONS 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530 AND 5.08.535 OF THE CASPER MUNICIPAL CODE.

Councilmember Hopkins presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Powell.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-98

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR THE CORONOAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT TO PROVIDE FEDERAL TRANSPORTATION ASSISTANCE.

RESOLUTION NO. 20-99

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION ASSISTANCE.

RESOLUTION NO. 20-100

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND NELSON/NYGAARD CONSULTING ASSOCIATES, INC.

RESOLUTION NO. 20-101

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE MIDWEST AVENUE RECONSTRUCTION PROJECT – ELM STREET TO WALNUT STREET.

RESOLUTION NO. 20-102

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NORCOSTCO, INC., FOR THE CEC THEATRICAL CURTAIN REPLACEMENT, PROJECT NO. 19-067,

RESOLUTION NO. 20-103

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 2020 PLATTE RIVER TRAILS REPLACEMENTS, PROJECT NO. 19-048.

RESOLUTION NO. 20-104

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KEYHOLE TECHNOLOGIES, LLC, FOR THE 2020 INLAID STRIPING, PROJECT NO. 19-036.

RESOLUTION NO. 20-105

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH NATURE CORPORATION, FOR THE PARADISE VALLEY POOL AND MARION KREINER POOL LINING, PROJECT NO. 18-089.

RESOLUTION NO. 20-106

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT.

RESOLUTION NO. 20-107

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE 2020 2ND STREET CONCRETE REPAIRS PROJECT, NO. 19-044.

RESOLUTION NO. 20-108

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING SURVEYING, AND PLANNING, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE RIDGECREST ZONE 2 & 3 WATERLINE REPLACEMENTS, PROJECT NO. 19-037.

RESOLUTION NO. 20-96

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER, NATRONA COUNTY, AND THE NATIONAL INTERCOLLEGIATE RODEO ASSOCIATION FOR HOSTING THE COLLEGE NATIONAL FINALS RODEO AT THE CASPER EVENTS CENTER.

RESOLUTION NO. 20-109

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE WYOMING OFFICE OF HOMELAND SECURITY.

RESOLUTION NO. 20-110

A RESOLUTION AUTHORIZING ACCEPTANCE OF AMENDMENT TWO TO THE GRANT AGREEMENT BETWEEN THE WYOMING WILDLIFE AND NATURAL RESOURCE TRUST ACCOUNT AND THE CITY OF CASPER.

RESOLUTION NO. 20-111

A RESOLUTION AUTHORIZING AN AMENDMENT TO LEASE AGREEMENT WITH JOHNSON RESTAURANT GROUP, INC., FOR OPERATION OF THE 19TH HOLE RESTAURANT AT THE MUNICIPAL GOLF COURSE.

Councilmember Bates presented the foregoing fifteen (15) resolutions for adoption. Seconded by Vice-Mayor Lutz. Councilmember Cathey voted nay on Resolution No. 20-103. Motion passed.

10. MINUTE ACTION– CONSENT

Moved by Councilmember Pacheco, seconded by Councilmember Cathey, to, by consent minute action, authorize the acceptance of the Wyoming Office of Homeland Security grant, in the amount of $104,000, for the purchase of equipment for Regional Response Team 2. Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Bates shared a citizen concern regarding health mandates that required her to drop her child at the door of a daycare rather than allowing her accompany the child inside.

City Manager Napier suggested that Council consider postponing the executive session scheduled for the evening to the next council meeting and moving the May 20, 2020 work session to May 26, 2020.

12. ADJOURNMENT

Mayor Freel noted the next meeting of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 26, 2020; with the location to be determined. Moved by Councilmember Pacheco, seconded by Vice-Mayor Lutz, to, by minute action adjourn. Motion passed. The meeting was adjourned at 10:29 p.m.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for June 2, 2020

0970 CED

0970 CED	Balefill - Disposal & Landfill	leachate repairs	$17.53
0970 CED - Total For Balefill - Disposal & Landfill			*$17.53*
0970 CED	Regional Water Operations	Light Bulbs	$83.76
0970 CED - Total For Regional Water Operations			*$83.76*
0970 CED - ALL DEPARTMENTS			**$101.29**

35 FL TROY

35 FL TROY	Police Administration	AUTOMATED FUEL DISPENSERS	$18.75
35 FL TROY - Total For Police Administration			*$18.75*
35 FL TROY - ALL DEPARTMENTS			**$18.75**

477 KM LLC

477 KM LLC	City Council	222271 Disinfection	$159.00
477 KM LLC	City Council	222255 truck disinfection	$159.00
477 KM LLC - Total For City Council			*$318.00*
477 KM LLC - ALL DEPARTMENTS			**$318.00**

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Customer Service	Postage	$386.91
A.M.B.I. & SHIPPING, - Total For Customer Service			*$386.91*
A.M.B.I. & SHIPPING,	Engineering	Postage	$32.35
A.M.B.I. & SHIPPING, - Total For Engineering			*$32.35*
A.M.B.I. & SHIPPING,	Fire-EMS Operations	Postage	$13.75
A.M.B.I. & SHIPPING, - Total For Fire-EMS Operations			*$13.75*
A.M.B.I. & SHIPPING,	Hogadon - Operations	Mail	$5.76
A.M.B.I. & SHIPPING, - Total For Hogadon - Operations			*$5.76*
A.M.B.I. & SHIPPING,	Metro Animal Shelter	Postage	$90.53
A.M.B.I. & SHIPPING, - Total For Metro Animal Shelter			*$90.53*
A.M.B.I. & SHIPPING,	Municipal Court	Postage	$346.45
A.M.B.I. & SHIPPING, - Total For Municipal Court			*$346.45*

A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			**$875.75**

ABRASIVE MANAGEMENT

ABRASIVE MANAGEMENT	Police Administration	advanced tactics training course	$6,000.00
ABRASIVE MANAGEMENT - Total For Police Administration			*$6,000.00*
ABRASIVE MANAGEMENT - ALL DEPARTMENTS			**$6,000.00**

ACROBAT PRO SUBS

ACROBAT PRO SUBS	City Manager	Acrobat Pro Subscription	$15.74
ACROBAT PRO SUBS - Total For City Manager			*$15.74*
ACROBAT PRO SUBS - ALL DEPARTMENTS			**$15.74**

ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	contract labor	$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract labor	$582.00
ADECCO USA, INC. - Total For Balefill - Disposal & Landfill			*$1,164.00*
ADECCO USA, INC. - ALL DEPARTMENTS			**$1,164.00**

ADOBE ACROPRO SUBS

ADOBE ACROPRO SUBS	City Manager	Acrobat Pro Subscription	$14.99
ADOBE ACROPRO SUBS - Total For City Manager			*$14.99*
ADOBE ACROPRO SUBS - ALL DEPARTMENTS			**$14.99**

ADOBE PRODUCTS

ADOBE PRODUCTS	City Manager	Acrobat Pro Subscription	($0.75)
ADOBE PRODUCTS - Total For City Manager			*($0.75)*
ADOBE PRODUCTS - ALL DEPARTMENTS			**($0.75)**

ADORAMA.COM

ADORAMA.COM	Police Administration	memory card battery ev cameras	$106.03
ADORAMA.COM - Total For Police Administration			*$106.03*

ADORAMA.COM - ALL DEPARTMENTS			**$106.03**

AHERN RENTALS INC

AHERN RENTALS INC	Balefill - Disposal & Landfill	Pressure washer	$1,999.99
AHERN RENTALS INC - Total For Balefill - Disposal & Landfill			*$1,999.99*
AHERN RENTALS INC	Refuse - Commercial	Black magic coal slag	$633.60
AHERN RENTALS INC - Total For Refuse - Commercial			*$633.60*
AHERN RENTALS INC - ALL DEPARTMENTS			**$2,633.59**

AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Disposal & Landfill	Co RayVac Assembly	$1,921.00
AIR INNOVATIONS - Total For Balefill - Disposal & Landfill			*$1,921.00*
AIR INNOVATIONS - ALL DEPARTMENTS			**$1,921.00**

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Welding supplies	$357.75
AIRGAS USA LLC - Total For Balefill - Baler Processing			*$357.75*
AIRGAS USA LLC	Balefill - Diversion & Special	Misc. supplies	$437.60
AIRGAS USA LLC - Total For Balefill - Diversion & Special			*$437.60*
AIRGAS USA LLC - ALL DEPARTMENTS			**$795.35**

ALBERTSONS #0060

ALBERTSONS #0060	Municipal Court	Carpet Cleaning Supplies COVID	$81.84
ALBERTSONS #0060 - Total For Municipal Court			*$81.84*
ALBERTSONS #0060 - ALL DEPARTMENTS			**$81.84**

ALBERTSONS #0062

ALBERTSONS #0062	City Council	Donuts for EOC	$5.00
ALBERTSONS #0062 - Total For City Council			*$5.00*
ALBERTSONS #0062	WWTP Operations	Credit	($16.55)
ALBERTSONS #0062	WWTP Operations	Hand soap	$15.76
ALBERTSONS #0062	WWTP Operations	Hand soap	$16.55

ALBERTSONS #0062 - Total For WWTP Operations			*$15.76*
ALBERTSONS #0062 - ALL DEPARTMENTS			**$20.76**

ALPINE MOTOR SPORTS

ALPINE MOTOR SPORTS	Parks - Special Areas	ALPINE MOTOR SPORTS STIHL DEALER NEW BA	$269.95
ALPINE MOTOR SPORTS - Total For Parks - Special Areas			*$269.95*
ALPINE MOTOR SPORTS - ALL DEPARTMENTS			**$269.95**

ALSCO

ALSCO	City Council	Utility Towels	$15.00
ALSCO - Total For City Council			*$15.00*
ALSCO - ALL DEPARTMENTS			**$15.00**

ALSCO INC.

ALSCO INC.	Fleet Maintenance Fund	MARCH 2020 LAUNDRY SVC	$650.35
ALSCO INC.	Fleet Maintenance Fund	LAUNDRY SVC APRIL 2020	$613.30
ALSCO INC. - Total For Fleet Maintenance Fund			*$1,263.65*
ALSCO INC. - ALL DEPARTMENTS			**$1,263.65**

AM SIGNAL, INC.

AM SIGNAL, INC.	Traffic Control	Battery back up for 2nd & Sam's Club traffic sign	$6,280.74
AM SIGNAL, INC. - Total For Traffic Control			*$6,280.74*
AM SIGNAL, INC. - ALL DEPARTMENTS			**$6,280.74**

AMAZON.COM DM0EV64P3

AMAZON.COM DM0EV64P3	City Council	Face Masks for employees	$159.96
AMAZON.COM DM0EV64P3 - Total For City Council			*$159.96*
AMAZON.COM DM0EV64P3 - ALL DEPARTMENTS			**$159.96**

AMAZON.COM SA9SA1Q53

AMAZON.COM SA9SA1Q53	Parks - Parks Maint.	Chairs for office	$132.96

AMAZON.COM SA9SA1Q53 - Total For Parks - Parks Maint.			*$132.96*
AMAZON.COM SA9SA1Q53	Weed & Pest Fund	Chairs for office	$132.96
AMAZON.COM SA9SA1Q53 - Total For Weed & Pest Fund			*$132.96*
AMAZON.COM SA9SA1Q53 - ALL DEPARTMENTS			**$265.92**

AMAZON.COM ZD9NS0073

AMAZON.COM ZD9NS0073	Health Insurance Fund	BOOK STORES	$41.98
AMAZON.COM ZD9NS0073 - Total For Health Insurance Fund			*$41.98*
AMAZON.COM ZD9NS0073 - ALL DEPARTMENTS			**$41.98**

AMERICAN TRAFFIC SAF

AMERICAN TRAFFIC SAF	Traffic Control	3 rolls of red EC film for sign making	$1,064.25
AMERICAN TRAFFIC SAF - Total For Traffic Control			*$1,064.25*
AMERICAN TRAFFIC SAF - ALL DEPARTMENTS			**$1,064.25**

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	forklift fuel bottles	$116.56
AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill			*$116.56*
AMERIGAS - CASPER - ALL DEPARTMENTS			**$116.56**

AMZN Mktp US

AMZN Mktp US	Capital Projects Fund	Whiteboard Pinstriping	$14.38
AMZN Mktp US - Total For Capital Projects Fund			*$14.38*
AMZN Mktp US	City Council	Thermometers	$415.86
AMZN Mktp US - Total For City Council			*$415.86*
AMZN Mktp US	Fleet Maintenance Fund	CAM TOOL SET	$29.99
AMZN Mktp US - Total For Fleet Maintenance Fund			*$29.99*
AMZN Mktp US	Golf - Operations	Mount for iPad Time Clock	$59.99
AMZN Mktp US - Total For Golf - Operations			*$59.99*
AMZN Mktp US	Municipal Court	COVID Floor Decals	$69.28
AMZN Mktp US - Total For Municipal Court			*$69.28*
AMZN Mktp US - ALL DEPARTMENTS			**$589.50**

ANIMAL CARE EQUIPMEN

ANIMAL CARE EQUIPMEN	Metro Animal Shelter	animal cages	$127.46
ANIMAL CARE EQUIPMEN - Total For Metro Animal Shelter			*$127.46*
ANIMAL CARE EQUIPMEN - ALL DEPARTMENTS			**$127.46**

ARBYS 5069

ARBYS 5069	Police Administration	investigation, victim meal	$23.91
ARBYS 5069 - Total For Police Administration			*$23.91*
ARBYS 5069 - ALL DEPARTMENTS			**$23.91**

ARCMATE MFG CORP

ARCMATE MFG CORP	Parks - Parks Maint.	HARDWARE EQUIPMENT AND SUPPLIES	$67.90
ARCMATE MFG CORP - Total For Parks - Parks Maint.			*$67.90*
ARCMATE MFG CORP - ALL DEPARTMENTS			**$67.90**

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Traffic Control	210 2020 hot start repair	$341.55
ATLANTIC ELECTRIC, I	Traffic Control	Wolcott and collins junction box	$1,925.00
ATLANTIC ELECTRIC, I	Traffic Control	2nd and conwell light retrofit	$955.00
ATLANTIC ELECTRIC, I	Traffic Control	2nd and elk light replacement	$955.00
ATLANTIC ELECTRIC, I	Traffic Control	Robertson road bridge retro fit	$3,000.00
ATLANTIC ELECTRIC, I - Total For Traffic Control			*$7,176.55*
ATLANTIC ELECTRIC, I	Water Tanks	ELECTRIC SERVICE AT NORTH PARK WATER TAN	$5,965.00
ATLANTIC ELECTRIC, I - Total For Water Tanks			*$5,965.00*
ATLANTIC ELECTRIC, I - ALL DEPARTMENTS			**$13,141.55**

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	staples	$2.71
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	ink	$262.94
ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill			*$265.65*
ATLAS OFFICE PRODUCT	Code Enforcement	TONER CARTRIDGE, TYPEWRITER RIBBON	$174.15
ATLAS OFFICE PRODUCT	Code Enforcement	TONER CARTRIDGE	$100.48

ATLAS OFFICE PRODUCT - Total For Code Enforcement			*$274.63*
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Print Cartridges	$165.74
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Name Plate	$19.50
ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration			*$185.24*
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	OFFICE SUPPLIES	$38.02
ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund			*$38.02*
ATLAS OFFICE PRODUCT	Human Resources	1, 6-pk Glue Sticks	$9.51
ATLAS OFFICE PRODUCT - Total For Human Resources			*$9.51*
ATLAS OFFICE PRODUCT	Police Administration	Keyboard	$80.97
ATLAS OFFICE PRODUCT	Police Administration	misc. supplies	$37.40
ATLAS OFFICE PRODUCT	Police Administration	Paper	$167.45
ATLAS OFFICE PRODUCT	Police Administration	Ink, keyboard	$558.91
ATLAS OFFICE PRODUCT	Police Administration	Envelopes	$101.96
ATLAS OFFICE PRODUCT	Police Administration	Supplies	$30.84
ATLAS OFFICE PRODUCT - Total For Police Administration			*$977.53*
ATLAS OFFICE PRODUCT	Regional Water Operations	Office	$106.26
ATLAS OFFICE PRODUCT	Regional Water Operations	Office	$81.01
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Safety	$23.46
ATLAS OFFICE PRODUCT - Total For Regional Water Operations			*$210.73*
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			**$1,961.31**

ATSI INC

ATSI INC	Traffic Control	Yearly calibration of the conflict monitor tester	$630.35
ATSI INC - Total For Traffic Control			*$630.35*
ATSI INC - ALL DEPARTMENTS			**$630.35**

AVIATION SUPPLIES

AVIATION SUPPLIES	Police Administration	drone pilot book	$30.85
AVIATION SUPPLIES - Total For Police Administration			*$30.85*
AVIATION SUPPLIES - ALL DEPARTMENTS			**$30.85**

BADGER METER INC

BADGER METER INC	Meter Services	orion cellular unit	$126.38

BADGER METER INC - Total For Meter Services			*$126.38*
BADGER METER INC - ALL DEPARTMENTS			**$126.38**

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Aquatics - Pool	Extension Cord	$25.98
BAILEYS ACE HDWE - Total For Aquatics - Pool			*$25.98*
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	PAINT SUPPLIES	$22.96
BAILEYS ACE HDWE - Total For Balefill - Disposal & Landfill			*$22.96*
BAILEYS ACE HDWE	Ice Arena - Operations	HARDWARE STORES	$61.30
BAILEYS ACE HDWE	Ice Arena - Operations	Spray Paint	$4.59
BAILEYS ACE HDWE - Total For Ice Arena - Operations			*$65.89*
BAILEYS ACE HDWE	Sewer Wastewater Collection	finger repair	$2.24
BAILEYS ACE HDWE - Total For Sewer Wastewater Collection			*$2.24*
BAILEYS ACE HDWE	Weed & Pest Fund	Hose fittings	$34.15
BAILEYS ACE HDWE - Total For Weed & Pest Fund			*$34.15*
BAILEYS ACE HDWE	WWTP Operations	Spray bottles	$9.96
BAILEYS ACE HDWE - Total For WWTP Operations			*$9.96*
BAILEYS ACE HDWE - ALL DEPARTMENTS			**$161.18**

BARGREEN WYOMING

BARGREEN WYOMING	City Council	Hand Sanitizer COVID-19	$20.19
BARGREEN WYOMING	City Council	Hand Sanitizer dispenser COVID-19	$40.38
BARGREEN WYOMING - Total For City Council			*$60.57*
BARGREEN WYOMING	Metro Animal Shelter	detergent	$95.63
BARGREEN WYOMING - Total For Metro Animal Shelter			*$95.63*
BARGREEN WYOMING - ALL DEPARTMENTS			**$156.20**

BEST BUY

BEST BUY	Police Administration	keyboard	$69.81
BEST BUY - Total For Police Administration			*$69.81*
BEST BUY - ALL DEPARTMENTS			**$69.81**

BESTBUYCOM8059446392

BESTBUYCOM8059446392	Golf - Operations	Time Clock for Golf	$249.99
BESTBUYCOM8059446392 - Total For Golf - Operations			*$249.99*
BESTBUYCOM8059446392 - ALL DEPARTMENTS			**$249.99**

BIG D KWIK SHOP

BIG D KWIK SHOP	Police Administration	AUTOMATED FUEL DISPENSERS	$24.16
BIG D KWIK SHOP - Total For Police Administration			*$24.16*
BIG D KWIK SHOP - ALL DEPARTMENTS			**$24.16**

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Gas acct. 7538 8605 37	$29.00
BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill			*$29.00*
BLACK HILLS ENERGY	Fleet Maintenance Fund	acct. 5293 6421 13	$1,582.02
BLACK HILLS ENERGY - Total For Fleet Maintenance Fund			*$1,582.02*
BLACK HILLS ENERGY - ALL DEPARTMENTS			**$1,611.02**

BLOEDORN LUMBER

BLOEDORN LUMBER	Buildings & Structures Fund	105747 panel steel, pine	$234.26
BLOEDORN LUMBER	Buildings & Structures Fund	#415 misc screws	$57.61
BLOEDORN LUMBER	Buildings & Structures Fund	#416 oak, handrail	$99.06
BLOEDORN LUMBER - Total For Buildings & Structures Fund			*$390.93*
BLOEDORN LUMBER	City Council	credit sneeze guard	($23.39)
BLOEDORN LUMBER	City Council	446 corner brace, screw, nut	$11.68
BLOEDORN LUMBER	City Council	sneeze guards	$157.45
BLOEDORN LUMBER - Total For City Council			*$145.74*
BLOEDORN LUMBER - ALL DEPARTMENTS			**$536.67**

BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Balefill - Disposal & Landfill	Supplies for constructing a Solid Waste Shelter	$80.85
BLOEDORN LUMBER CASP - Total For Balefill - Disposal & Landfill			*$80.85*
BLOEDORN LUMBER CASP	Parks - Parks Maint.	parts for installing a trash can at yesness park	$15.90
BLOEDORN LUMBER CASP - Total For Parks - Parks Maint.			*$15.90*

BLOEDORN LUMBER CASP - ALL DEPARTMENTS			**$96.75**

BRECK MEDIA GROUP WY

BRECK MEDIA GROUP WY	Sewer Wastewater Collection	RADIO ADVERTISING	$135.00
BRECK MEDIA GROUP WY - Total For Sewer Wastewater Collection			*$135.00*
BRECK MEDIA GROUP WY	WWTP Operations	RADIO ADVERTISING	$135.00
BRECK MEDIA GROUP WY - Total For WWTP Operations			*$135.00*
BRECK MEDIA GROUP WY - ALL DEPARTMENTS			**$270.00**

BREIT ROOFING

BREIT ROOFING	Capital Projects Fund	CATC Roof Replacements	$30,000.00
BREIT ROOFING - Total For Capital Projects Fund			*$30,000.00*
BREIT ROOFING - ALL DEPARTMENTS			**$30,000.00**

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	$9,868.10
BRENNTAG PACIFIC, IN - Total For Regional Water Operations			*$9,868.10*
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			**$9,868.10**

BRIDGER STEEL CASPER

BRIDGER STEEL CASPER	Buildings & Structures Fund	Supplies for construction of a Solid Waste Shelt	$22.53
BRIDGER STEEL CASPER - Total For Buildings & Structures Fund			*$22.53*
BRIDGER STEEL CASPER - ALL DEPARTMENTS			**$22.53**

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	APRIL CONTRACT INV FOR COPIER	$45.00
CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund			*$45.00*
CAPITAL BUSINESS SYS - ALL DEPARTMENTS			**$45.00**

CASELLE, INC.

CASELLE, INC.	Customer Service	June 2020	$75.00

CASELLE, INC. - Total For Customer Service			*$75.00*
CASELLE, INC. - ALL DEPARTMENTS			**$75.00**

CASEYS GEN STORE

CASEYS GEN STORE	Police Administration	AUTOMATED FUEL DISPENSERS	$26.76
CASEYS GEN STORE - Total For Police Administration			*$26.76*
CASEYS GEN STORE - ALL DEPARTMENTS			**$26.76**

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Buildings & Structures Fund	BAS Paint booth and fire extinguisher inspection	$349.60
CASPER FIRE EXTINGUI - Total For Buildings & Structures Fund			*$349.60*
CASPER FIRE EXTINGUI	Fire-EMS Administration	Semi Annual Test ST6	$134.75
CASPER FIRE EXTINGUI - Total For Fire-EMS Administration			*$134.75*
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			**$484.35**

CASPER FORD LINCOLN

CASPER FORD LINCOLN	Fleet Maintenance Fund	REPLACE WATER PUMP 101227	$2,350.25
CASPER FORD LINCOLN	Fleet Maintenance Fund	REPAIR RUBBED THROUGH WIRING 660260	$465.83
CASPER FORD LINCOLN - Total For Fleet Maintenance Fund			*$2,816.08*
CASPER FORD LINCOLN - ALL DEPARTMENTS			**$2,816.08**

CASPER MOUNTAIN MOTO

CASPER MOUNTAIN MOTO	Fleet Maintenance Fund	SVC AND TIRES 660272	$1,447.28
CASPER MOUNTAIN MOTO - Total For Fleet Maintenance Fund			*$1,447.28*
CASPER MOUNTAIN MOTO - ALL DEPARTMENTS			**$1,447.28**

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Regional Water Operations	Advertising	$53.02
CASPER STAR TRIBUNE - Total For Regional Water Operations			*$53.02*
CASPER STAR TRIBUNE	Sewer Wastewater Collection	NEWSPAPER ADVERTISING	$165.00
CASPER STAR TRIBUNE - Total For Sewer Wastewater Collection			*$165.00*
CASPER STAR TRIBUNE	WWTP Operations	NEWSPAPER ADVERTISING	$165.00

CASPER STAR TRIBUNE - Total For WWTP Operations			*$165.00*
CASPER STAR TRIBUNE - ALL DEPARTMENTS			**$383.02**

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	Life step parking lot ad for bids 20-006	$577.52
CASPER STAR-TRIBUNE,	Capital Projects Fund	21st and shattuck final pay 19-040	$215.80
CASPER STAR-TRIBUNE,	Capital Projects Fund	2020 lighting final pay 19-057	$218.38
CASPER STAR-TRIBUNE,	Capital Projects Fund	2020 2nd st concrete ad for bids	$511.16
CASPER STAR-TRIBUNE, - Total For Capital Projects Fund			*$1,522.86*
CASPER STAR-TRIBUNE,	City Clerk	Council Minutes	$1,479.40
CASPER STAR-TRIBUNE, - Total For City Clerk			*$1,479.40*
CASPER STAR-TRIBUNE,	Engineering	LAD Arrowhead and jade intent to create 20-00	$1,448.84
CASPER STAR-TRIBUNE, - Total For Engineering			*$1,448.84*
CASPER STAR-TRIBUNE,	Perpetual Care Building Trust	CEC fire alarm ad for bids 17-073	$561.72
CASPER STAR-TRIBUNE, - Total For Perpetual Care Building Trust			*$561.72*
CASPER STAR-TRIBUNE,	Planning	Request for proposals	$137.76
CASPER STAR-TRIBUNE,	Planning	Legal notice planning	$47.04
CASPER STAR-TRIBUNE, - Total For Planning			*$184.80*
CASPER STAR-TRIBUNE,	Water Distribution	2019 cpu asphalt repair final pay 19-001	$111.56
CASPER STAR-TRIBUNE,	Water Distribution	2019 cpu asphalt repair final pay 19-001	$111.56
CASPER STAR-TRIBUNE, - Total For Water Distribution			*$223.12*
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			**$5,420.74**

CASPER TIN SHOP

CASPER TIN SHOP	Balefill - Disposal & Landfill	Repair radian heat shield	$285.00
CASPER TIN SHOP - Total For Balefill - Disposal & Landfill			*$285.00*
CASPER TIN SHOP - ALL DEPARTMENTS			**$285.00**

CASPER TIRE

CASPER TIRE	Balefill - Diversion & Special	2222264 tire repair	$15.00
CASPER TIRE - Total For Balefill - Diversion & Special			*$15.00*
CASPER TIRE - ALL DEPARTMENTS			**$15.00**

CASPER WINDOW AND DO

CASPER WINDOW AND DO	Capital Projects Fund	Replace Broken Glass at Drill Tower	$331.29
CASPER WINDOW AND DO - Total For Capital Projects Fund			*$331.29*
CASPER WINDOW AND DO - ALL DEPARTMENTS			**$331.29**

CASPER WINNELSON

CASPER WINNELSON	Buildings & Structures Fund	Solenoid c-style	$67.34
CASPER WINNELSON	Buildings & Structures Fund	204, 4 way key, water pump plier	$26.14
CASPER WINNELSON	Buildings & Structures Fund	wo # 98646	$124.38
CASPER WINNELSON	Buildings & Structures Fund	106421 Soleniod	$98.50
CASPER WINNELSON	Buildings & Structures Fund	324, comp tank	$223.02
CASPER WINNELSON - Total For Buildings & Structures Fund			*$539.38*
CASPER WINNELSON - ALL DEPARTMENTS			**$539.38**

CENEX ROCK POR098987

CENEX ROCK POR098987	Police Administration	AUTOMATED FUEL DISPENSERS	$28.17
CENEX ROCK POR098987 - Total For Police Administration			*$28.17*
CENEX ROCK POR098987 - ALL DEPARTMENTS			**$28.17**

CENTRAL WY. SENIOR S

CENTRAL WY. SENIOR S	Capital Projects Fund	1% 15 Senior Center Funding	110,026.10
CENTRAL WY. SENIOR S - Total For Capital Projects Fund			*$110,026.10*
CENTRAL WY. SENIOR S - ALL DEPARTMENTS			**$110,026.10**

CENTURYLINK

CENTURYLINK	Fleet Maintenance Fund	acct. P-307-111-5112 611M	$144.10
CENTURYLINK - Total For Fleet Maintenance Fund			*$144.10*
CENTURYLINK	Municipal Court	acct. 307-234-6291 349B	$24.23
CENTURYLINK - Total For Municipal Court			*$24.23*
CENTURYLINK	Public Safety Communication	balance on acct. 3074321300572-CRISC	$201.09
CENTURYLINK - Total For Public Safety Communications			*$201.09*
CENTURYLINK	Rec Center - Operations	acct. P-307-111-5114 622M	$296.38

CENTURYLINK - Total For Rec Center - Operations			*$296.38*
CENTURYLINK	Sewer Wastewater Collection	acct. 307-472-1129 839B	$45.65
CENTURYLINK	Sewer Wastewater Collection	Acct. 307-234-6303 407B	$58.87
CENTURYLINK - Total For Sewer Wastewater Collection			*$104.52*
CENTURYLINK	WWTP Operations	acct. P-307-111-5113 619M	$161.04
CENTURYLINK - Total For WWTP Operations			*$161.04*
CENTURYLINK - ALL DEPARTMENTS			**$931.36**

CH2MHILL, INC.

CH2MHILL, INC.	Sewer Wastewater Collection	Strategic Plan development	$437.03
CH2MHILL, INC. - Total For Sewer Wastewater Collection			*$437.03*
CH2MHILL, INC.	Water Tanks	Strategic Plan development	$1,454.92
CH2MHILL, INC. - Total For Water Tanks			*$1,454.92*
CH2MHILL, INC.	WWTP Operations	WWTP secondary treatment 19-007	$403.79
CH2MHILL, INC.	WWTP Operations	Strategic Plan development	$874.05
CH2MHILL, INC. - Total For WWTP Operations			*$1,277.84*
CH2MHILL, INC. - ALL DEPARTMENTS			**$3,169.79**

CHEYENNE AREA CONVEN

CHEYENNE AREA CONVEN	Police State Grants	credit for cancelled training	($200.00)
CHEYENNE AREA CONVEN	Police State Grants	credit for canceled training	($50.00)
CHEYENNE AREA CONVEN	Police State Grants	credit for canceled training	($50.00)
CHEYENNE AREA CONVEN - Total For Police State Grants			*($300.00)*
CHEYENNE AREA CONVEN - ALL DEPARTMENTS			**($300.00)**

CITY OF CASPER

CITY OF CASPER	Parks - Parks Maint.	Balefill	$94.86
CITY OF CASPER	Parks - Parks Maint.	Balefill	$95.00
CITY OF CASPER - Total For Parks - Parks Maint.			*$189.86*
CITY OF CASPER	Refuse - Residential	Balefill	$6,103.32
CITY OF CASPER	Refuse - Residential	Balefill	$7,207.83
CITY OF CASPER	Refuse - Residential	Balefill	$288.66
CITY OF CASPER	Refuse - Residential	Balefill	$7,945.29

CITY OF CASPER	Refuse - Residential	Balefill	$5,855.97
CITY OF CASPER	Refuse - Residential	Balefill	$6,901.32
CITY OF CASPER	Refuse - Residential	Balefill	$7,580.13
CITY OF CASPER	Refuse - Residential	Balefill	$7,764.24
CITY OF CASPER	Refuse - Residential	Balefill	$7,451.25
CITY OF CASPER	Refuse - Residential	Balefill	$7,806.21
CITY OF CASPER	Refuse - Residential	Balefill	$235.62
CITY OF CASPER	Refuse - Residential	Balefill	$15,995.64
CITY OF CASPER	Refuse - Residential	Balefill	$7,578.24
CITY OF CASPER	Refuse - Residential	Balefill	$7,644.90
CITY OF CASPER	Refuse - Residential	Balefill	$8,148.78
CITY OF CASPER	Refuse - Residential	Balefill	$8,051.16
CITY OF CASPER	Refuse - Residential	Balefill	$45,375.00
CITY OF CASPER - Total For Refuse - Residential			*$157,933.56*
CITY OF CASPER	WWTP Operations	Balefill	$1,762.86
CITY OF CASPER	WWTP Operations	Balefill	$2,701.74
CITY OF CASPER	WWTP Operations	Balefill	$120.36
CITY OF CASPER	WWTP Operations	Balefill	$95.37
CITY OF CASPER	WWTP Operations	Balefill	$105.06
CITY OF CASPER	WWTP Operations	Balefill	$3,308.91
CITY OF CASPER - Total For WWTP Operations			*$8,094.30*
CITY OF CASPER - ALL DEPARTMENTS			**$166,217.72**

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	Beverly st 18-060	$915.00
CIVIL ENGINEERING PR - Total For Capital Projects Fund			*$915.00*
CIVIL ENGINEERING PR	Water Distribution	New water system master plan f	$6,760.00
CIVIL ENGINEERING PR - Total For Water Distribution			*$6,760.00*
CIVIL ENGINEERING PR	Water Tanks	Cy booster station 16-024	$9,992.55
CIVIL ENGINEERING PR - Total For Water Tanks			*$9,992.55*
CIVIL ENGINEERING PR - ALL DEPARTMENTS			**$17,667.55**

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	222289 Repairs	$1,651.40

CMI TECO, INC.	Refuse - Commercial	222273 Repairs	$98.00
CMI TECO, INC.	Refuse - Commercial	drivers seat	$863.56
CMI TECO, INC.	Refuse - Commercial	222274 repairs	$2,146.49
CMI TECO, INC.	Refuse - Commercial	222261 Repairs	$2,660.47
CMI TECO, INC.	Refuse - Commercial	222284 repairs	$418.27
CMI TECO, INC.	Refuse - Commercial	222271 repairs	$1,589.02
CMI TECO, INC.	Refuse - Commercial	2222283 repairs	$188.26
CMI TECO, INC.	Refuse - Commercial	222285 repairs	$98.00
CMI TECO, INC.	Refuse - Commercial	222275 Repairs	$98.00
CMI TECO, INC.	Refuse - Commercial	222289 Repairs	$1,369.08
CMI TECO, INC. - Total For Refuse - Commercial			*$11,180.55*
CMI TECO, INC. - ALL DEPARTMENTS			**$11,180.55**

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	$35.68
COASTAL CHEMICAL CO - Total For Regional Water Operations			*$35.68*
COASTAL CHEMICAL CO - ALL DEPARTMENTS			**$35.68**

COLLECTION CENTER IN

COLLECTION CENTER IN	Refuse - Residential	Collection fees	$215.68
COLLECTION CENTER IN - Total For Refuse - Residential			*$215.68*
COLLECTION CENTER IN	Sewer Administration	Collection fees	$163.92
COLLECTION CENTER IN - Total For Sewer Administration			*$163.92*
COLLECTION CENTER IN	Water Administration	Collection fees	$483.13
COLLECTION CENTER IN - Total For Water Administration			*$483.13*
COLLECTION CENTER IN - ALL DEPARTMENTS			**$862.73**

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fleet Maintenance Fund	INSTALL RADIO 660275	$324.97
COMMUNICATION TECHNO	Fleet Maintenance Fund	INSTALL RADIO 070777	$314.03
COMMUNICATION TECHNO	Fleet Maintenance Fund	INSTALL RADIO 070780	$314.03
COMMUNICATION TECHNO - Total For Fleet Maintenance Fund			*$953.03*
COMMUNICATION TECHNO	Refuse - Commercial	programmed 2 apx radios	$103.00

COMMUNICATION TECHNO - Total For Refuse - Commercial			*$103.00*
COMMUNICATION TECHNO - ALL DEPARTMENTS			**$1,056.03**

COMPRESSION LEASING

COMPRESSION LEASING	Balefill - Disposal & Landfill	service air compressor	$1,924.78
COMPRESSION LEASING	Balefill - Disposal & Landfill	Prevost piping	$2,467.08
COMPRESSION LEASING - Total For Balefill - Disposal & Landfill			*$4,391.86*
COMPRESSION LEASING	Fleet Maintenance Fund	151581 & 151582 SVC AND REPAIR COMPRESS	$4,978.31
COMPRESSION LEASING - Total For Fleet Maintenance Fund			*$4,978.31*
COMPRESSION LEASING	WWTP Regional Interceptors	Filters	$136.85
COMPRESSION LEASING - Total For WWTP Regional Interceptors			*$136.85*
COMPRESSION LEASING - ALL DEPARTMENTS			**$9,507.02**

CONCORDANCE HEALTHCA

CONCORDANCE HEALTHCA	Balefill - Diversion & Special	sharp containers	$103.92
CONCORDANCE HEALTHCA	Balefill - Diversion & Special	Infectious Waste / Sharps containers	$5,658.90
CONCORDANCE HEALTHCA - Total For Balefill - Diversion & Special			*$5,762.82*
CONCORDANCE HEALTHCA - ALL DEPARTMENTS			**$5,762.82**

CONTAINER COMPONENTS

CONTAINER COMPONENTS	Refuse - Commercial	COMMERCIAL CONTAINER REPAIR	$808.82
CONTAINER COMPONENTS - Total For Refuse - Commercial			*$808.82*
CONTAINER COMPONENTS - ALL DEPARTMENTS			**$808.82**

CONVERGEONE

CONVERGEONE	Balefill - Disposal & Landfill	1-CISCO IP PHONE FOR BALER BUILDING	$554.65
CONVERGEONE - Total For Balefill - Disposal & Landfill			*$554.65*
CONVERGEONE	Golf - Operations	Voice mail for Golf Professional	$61.00
CONVERGEONE - Total For Golf - Operations			*$61.00*
CONVERGEONE	Metropolitan Planning Org	4 voicemail licenses	$244.00
CONVERGEONE - Total For Metropolitan Planning Org			*$244.00*
CONVERGEONE	Refuse - Residential	voicemail license for 296 recycling survey	$61.00
CONVERGEONE - Total For Refuse - Residential			*$61.00*

CONVERGEONE - ALL DEPARTMENTS			**$920.65**

CORNWELL BLACKETT EN

CORNWELL BLACKETT EN	Fleet Maintenance Fund	CASTERS FOR TOOL CARRIER	$58.50
CORNWELL BLACKETT EN - Total For Fleet Maintenance Fund			*$58.50*
CORNWELL BLACKETT EN - ALL DEPARTMENTS			**$58.50**

COURTYARD BY MARRIOT

COURTYARD BY MARRIOT	Police Administration	room recruitment trip	$347.82
COURTYARD BY MARRIOT - Total For Police Administration			*$347.82*
COURTYARD BY MARRIOT - ALL DEPARTMENTS			**$347.82**

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Balefill - Disposal & Landfill	IRRIGATION SUPPLIES	$72.42
CPS DISTRIBUTORS - Total For Balefill - Disposal & Landfill			*$72.42*
CPS DISTRIBUTORS	Golf - Operations	PVC supplies to fix 2 leaks on 3 Links	$173.70
CPS DISTRIBUTORS - Total For Golf - Operations			*$173.70*
CPS DISTRIBUTORS	WWTP Operations	Sprinkler system parts	$66.47
CPS DISTRIBUTORS	WWTP Operations	Sprinkler system repairs	$225.52
CPS DISTRIBUTORS - Total For WWTP Operations			*$291.99*
CPS DISTRIBUTORS - ALL DEPARTMENTS			**$538.11**

CPU IIT

CPU IIT	City Manager	Webcam	$109.00
CPU IIT - Total For City Manager			*$109.00*
CPU IIT	Ft. Caspar Museum	Monitor for upgraded museum security system	$129.00
CPU IIT - Total For Ft. Caspar Museum			*$129.00*
CPU IIT	Human Resources	Logitech Webcam	$109.00
CPU IIT - Total For Human Resources			*$109.00*
CPU IIT	Police Administration	security key	$74.95
CPU IIT - Total For Police Administration			*$74.95*
CPU IIT - ALL DEPARTMENTS			**$421.95**

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Lighting replacement parts for Solid Waste	$31.56
CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund			*$31.56*
CRESCENT ELECTRIC SU	Capital Projects Fund	Supplies for installation of the new HVAC comp	$64.78
CRESCENT ELECTRIC SU - Total For Capital Projects Fund			*$64.78*
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			**$96.34**

CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	June 2020	$109.87
CRIME SCENE INFORMAT - Total For Police Administration			*$109.87*
CRIME SCENE INFORMAT - ALL DEPARTMENTS			**$109.87**

CROSLEY CLEANING PLU

CROSLEY CLEANING PLU	Balefill - Disposal & Landfill	Paint metals recycling sign	$125.00
CROSLEY CLEANING PLU - Total For Balefill - Disposal & Landfill			*$125.00*
CROSLEY CLEANING PLU - ALL DEPARTMENTS			**$125.00**

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	177 Glass	$65.07
CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund			*$65.07*
CRUM ELECTRIC SUPPLY	Golf - Operations	ELECTRICAL PARTS AND EQUIPMENT	$6.18
CRUM ELECTRIC SUPPLY - Total For Golf - Operations			*$6.18*
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			**$71.25**

CSU ANIMAL HOSPITAL

CSU ANIMAL HOSPITAL	Police Administration	CANINE BLU VET CARE	$660.00
CSU ANIMAL HOSPITAL - Total For Police Administration			*$660.00*
CSU ANIMAL HOSPITAL - ALL DEPARTMENTS			**$660.00**

DANA KEPNER CO.

DANA KEPNER CO.	Water Distribution	6" PVC PIPE, BOLTS/GASKETS/NUTS	$133.00

DANA KEPNER CO. - Total For Water Distribution			*$133.00*
DANA KEPNER CO. - ALL DEPARTMENTS			**$133.00**

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	City Council	AUTOMOTIVE PARTS, ACCESSORIES STORES	$2,385.84
DECKER AUTO GLASS, I - Total For City Council			*$2,385.84*
DECKER AUTO GLASS, I	Fleet Maintenance Fund	claim 2803CA 101222 repairs	$306.11
DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund			*$306.11*
DECKER AUTO GLASS, I - ALL DEPARTMENTS			**$2,691.95**

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Capital Projects Fund	calgon nickel safe bottle	$9.41
DENNIS SUPPLY CO. - Total For Capital Projects Fund			*$9.41*
DENNIS SUPPLY CO. - ALL DEPARTMENTS			**$9.41**

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Police Administration	Controlled substance license	$82.00
DEPT. OF FAMILY SVCS - Total For Police Administration			*$82.00*
DEPT. OF FAMILY SVCS - ALL DEPARTMENTS			**$82.00**

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	City Council	Respirator	$62.62
DIAMOND VOGEL PAINTS - Total For City Council			*$62.62*
DIAMOND VOGEL PAINTS	Golf - Operations	GLASS, PAINT, WALLPAPER STORES	$129.57
DIAMOND VOGEL PAINTS	Golf - Operations	GLASS, PAINT, WALLPAPER STORES	$135.86
DIAMOND VOGEL PAINTS	Golf - Operations	GLASS, PAINT, WALLPAPER STORES	$12.72
DIAMOND VOGEL PAINTS - Total For Golf - Operations			*$278.15*
DIAMOND VOGEL PAINTS	Ice Arena - Operations	PAINT MASK	$46.26
DIAMOND VOGEL PAINTS - Total For Ice Arena - Operations			*$46.26*
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			**$387.03**

DISPLAYS2GO

DISPLAYS2GO	Metro Animal Shelter	lock box	$52.21
DISPLAYS2GO	Metro Animal Shelter	display	$28.78
DISPLAYS2GO - Total For Metro Animal Shelter			*$80.99*
DISPLAYS2GO - ALL DEPARTMENTS			**$80.99**

DOLLAR TREE

DOLLAR TREE	Municipal Court	Jury Notebooks and Board Paper	$13.65
DOLLAR TREE - Total For Municipal Court			*$13.65*
DOLLAR TREE	Police Animal Control	dog treats for MAC	$19.90
DOLLAR TREE - Total For Police Animal Control			*$19.90*
DOLLAR TREE - ALL DEPARTMENTS			**$33.55**

E&F HOLDING CO.

E&F HOLDING CO.	Fleet Maintenance Fund	TOW TO MARATHON BLDG 101303	$60.00
E&F HOLDING CO.	Fleet Maintenance Fund	TOW TO OLSONS 101303 CLAIM NO.	$60.00
E&F HOLDING CO. - Total For Fleet Maintenance Fund			*$120.00*
E&F HOLDING CO.	Police Administration	20-018029	$60.00
E&F HOLDING CO. - Total For Police Administration			*$60.00*
E&F HOLDING CO. - ALL DEPARTMENTS			**$180.00**

EATON SALES & SVC.,

EATON SALES & SVC.,	Balefill - Disposal & Landfill	pump switch	$730.28
EATON SALES & SVC., - Total For Balefill - Disposal & Landfill			*$730.28*
EATON SALES & SVC., - ALL DEPARTMENTS			**$730.28**

ECMS

ECMS	Fire-EMS Operations	Uniform Jacket and Pants	$1,526.44
ECMS - Total For Fire-EMS Operations			*$1,526.44*
ECMS - ALL DEPARTMENTS			**$1,526.44**

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Boot reimbursement	$150.00

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Boot reimbursement	$114.32
EMPLOYEE REIMBURSEME - Total For Balefill - Disposal & Landfill			*$264.32*
EMPLOYEE REIMBURSEME	Fire-EMS Training	Tuition Reimbursement	$965.31
EMPLOYEE REIMBURSEME - Total For Fire-EMS Training			*$965.31*
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	$768.30
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	$930.82
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	$393.60
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	$364.50
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	$913.91
EMPLOYEE REIMBURSEME - Total For Human Resources			*$3,371.13*
EMPLOYEE REIMBURSEME	Police Administration	Reimburse boots	$130.20
EMPLOYEE REIMBURSEME - Total For Police Administration			*$130.20*
EMPLOYEE REIMBURSEME	Water Distribution	Boot reimbursement	$150.00
EMPLOYEE REIMBURSEME - Total For Water Distribution			*$150.00*
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			**$4,880.96**

ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Potable water Testing	$110.00
ENERGY LABORATORIES - Total For Hogadon - Operations			*$110.00*
ENERGY LABORATORIES	Regional Water Operations	Lab Test NPDES	$47.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test Well Mix	$57.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TOC/ALK	$84.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	$231.00
ENERGY LABORATORIES - Total For Regional Water Operations			*$650.00*
ENERGY LABORATORIES	Water Distribution	TESTING	$54.00
ENERGY LABORATORIES - Total For Water Distribution			*$54.00*
ENERGY LABORATORIES	Water Tanks	TESTING	$308.00
ENERGY LABORATORIES	Water Tanks	TESTING	$351.00
ENERGY LABORATORIES	Water Tanks	TESTING	$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	$352.00
ENERGY LABORATORIES	Water Tanks	TESTING	$54.00
ENERGY LABORATORIES - Total For Water Tanks			*$1,119.00*

ENERGY LABORATORIES - ALL DEPARTMENTS			**$1,933.00**

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Lab Test Bromate	$200.00
EUROFINS EATON ANALY - Total For Regional Water Operations			*$200.00*
EUROFINS EATON ANALY - ALL DEPARTMENTS			**$200.00**

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	$27.85
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	$22.18
EXXONMOBIL - Total For Fire-EMS Operations			*$50.03*
EXXONMOBIL - ALL DEPARTMENTS			**$50.03**

FASTENAL COMPANY

FASTENAL COMPANY	Balefill - Disposal & Landfill	Concrete anchors for Solid Waste Remodel	$31.60
FASTENAL COMPANY - Total For Balefill - Disposal & Landfill			*$31.60*
FASTENAL COMPANY - ALL DEPARTMENTS			**$31.60**

FEDEX 93053839

FEDEX 93053839	Police Administration	air bill	$24.88
FEDEX 93053839 - Total For Police Administration			*$24.88*
FEDEX 93053839 - ALL DEPARTMENTS			**$24.88**

FEDEX OFFIC942000094

FEDEX OFFIC942000094	City Council	CEC Shelter Proposal Books	$126.88
FEDEX OFFIC942000094 - Total For City Council			*$126.88*
FEDEX OFFIC942000094 - ALL DEPARTMENTS			**$126.88**

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Water Distribution	2020 CPU MATERIALS PROCUREMENT PROJ. 20-	$503.65
FERGUSON ENTERPRISES	Water Distribution	CHLOR TABS & SEAL	$143.28

FERGUSON ENTERPRISES - Total For Water Distribution			*$646.93*
FERGUSON ENTERPRISES - ALL DEPARTMENTS			**$646.93**

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Cemetery	April 2020	$19.95
FIRST DATA MERCHANT - Total For Cemetery			*$19.95*
FIRST DATA MERCHANT - ALL DEPARTMENTS			**$19.95**

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Customer Service	Plastic deposit bags	$264.30
FIRST INTERSTATE BAN - Total For Customer Service			*$264.30*
FIRST INTERSTATE BAN	Finance	service charges april 2020	$891.38
FIRST INTERSTATE BAN - Total For Finance			*$891.38*
FIRST INTERSTATE BAN	Human Resources	Gift Cards	$199.00
FIRST INTERSTATE BAN	Human Resources	Gift Cards	$194.00
FIRST INTERSTATE BAN - Total For Human Resources			*$393.00*
FIRST INTERSTATE BAN - ALL DEPARTMENTS			**$1,548.68**

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	animal vaccines	$1,821.50
FIRST VETERINARY SUP - Total For Metro Animal Shelter			*$1,821.50*
FIRST VETERINARY SUP - ALL DEPARTMENTS			**$1,821.50**

Fiverr

Fiverr	Police Administration	graphic design cpd badge	$40.50
Fiverr - Total For Police Administration			*$40.50*
Fiverr - ALL DEPARTMENTS			**$40.50**

FORESTRY SUPPLIERS I

FORESTRY SUPPLIERS I	Balefill - Diversion & Special	LITTER TONGS FOR LITTER PICKUP	$568.52
FORESTRY SUPPLIERS I - Total For Balefill - Diversion & Special			*$568.52*

FORESTRY SUPPLIERS I - ALL DEPARTMENTS			**$568.52**

FORTERRA

FORTERRA	Balefill - Diversion & Special	Concrete security planter	$767.46
FORTERRA - Total For Balefill - Diversion & Special			*$767.46*
FORTERRA - ALL DEPARTMENTS			**$767.46**

GALLS, INC.

GALLS, INC.	Police Administration	Uniform short sleeve	$54.00
GALLS, INC.	Police Administration	Mens shirt, womens trouser	$504.00
GALLS, INC.	Police Administration	Mens duty shirt	$656.35
GALLS, INC.	Police Administration	tactical pant	$27.00
GALLS, INC.	Police Administration	Reebok	$121.50
GALLS, INC. - Total For Police Administration			*$1,362.85*
GALLS, INC. - ALL DEPARTMENTS			**$1,362.85**

GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	CRL Monitoring and reporting	$3,258.32
GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill			*$3,258.32*
GEOSYNTEC CONSULTANT - ALL DEPARTMENTS			**$3,258.32**

GLOBAL EQUIPMENT COM

GLOBAL EQUIPMENT COM	Balefill - Disposal & Landfill	bollard post sleeve	$90.03
GLOBAL EQUIPMENT COM - Total For Balefill - Disposal & Landfill			*$90.03*
GLOBAL EQUIPMENT COM	City Council	cloth face masks, thermometers	$274.68
GLOBAL EQUIPMENT COM - Total For City Council			*$274.68*
GLOBAL EQUIPMENT COM - ALL DEPARTMENTS			**$364.71**

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	phase 2 design limit of waster	$5,765.00
GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill			*$5,765.00*
GOLDER ASSOCIATES	Capital Projects Fund	1st STREET REACH ENVIRONMENTAL	$1,871.25

GOLDER ASSOCIATES - Total For Capital Projects Fund			*$1,871.25*
GOLDER ASSOCIATES - ALL DEPARTMENTS			**$7,636.25**

GRAINGER, INC.

GRAINGER, INC.	Capital Projects Fund	mircotorch	$36.94
GRAINGER, INC. - Total For Capital Projects Fund			*$36.94*
GRAINGER, INC.	Fleet Maintenance Fund	KEY TAGS FOR FUEL FABS	$28.35
GRAINGER, INC.	Fleet Maintenance Fund	3) TAPE FOR LABEL MAKER	$56.28
GRAINGER, INC. - Total For Fleet Maintenance Fund			*$84.63*
GRAINGER, INC. - ALL DEPARTMENTS			**$121.57**

GREEN'S SEWER & DRAI

GREEN'S SEWER & DRAI	Golf - Operations	Golf course urinal line	$113.00
GREEN'S SEWER & DRAI - Total For Golf - Operations			*$113.00*
GREEN'S SEWER & DRAI - ALL DEPARTMENTS			**$113.00**

HAASS CONSTRUCTION C

HAASS CONSTRUCTION C	Capital Projects Fund	Casper Ice Arena Chiller 15-58	114,142.05
HAASS CONSTRUCTION C - Total For Capital Projects Fund			*$114,142.05*
HAASS CONSTRUCTION C - ALL DEPARTMENTS			**$114,142.05**

HAMPTON INN HIBBING

HAMPTON INN HIBBING	Police Administration	room for recruitment trip	$105.96
HAMPTON INN HIBBING - Total For Police Administration			*$105.96*
HAMPTON INN HIBBING - ALL DEPARTMENTS			**$105.96**

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Water Distribution	Pressure gauge case	$12.99
HARBOR FREIGHT TOOLS - Total For Water Distribution			*$12.99*
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			**$12.99**

HON ASI GUN HBF PAO

HON ASI GUN HBF PAO	Police State Grants	chairs x 2	$918.04
HON ASI GUN HBF PAO - Total For Police State Grants			*$918.04*
HON ASI GUN HBF PAO - ALL DEPARTMENTS			**$918.04**

HOTSY EQUIPMENT OF W

HOTSY EQUIPMENT OF W	Metro Animal Shelter	power washer repair	$95.00
HOTSY EQUIPMENT OF W - Total For Metro Animal Shelter			*$95.00*
HOTSY EQUIPMENT OF W - ALL DEPARTMENTS			**$95.00**

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Disposal & Landfill	tow rope repair	$907.16
HOWARD SUPPLY COMPAN - Total For Balefill - Disposal & Landfill			*$907.16*
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			**$907.16**

HP INC

HP INC	Capital Projects Fund	Purchase of 11 A140's for PD Units	$32,843.52
HP INC - Total For Capital Projects Fund			*$32,843.52*
HP INC	Police Administration	Purchase of 11 A140's for PD Units	$7,298.56
HP INC - Total For Police Administration			*$7,298.56*
HP INC - ALL DEPARTMENTS			**$40,142.08**

IMLA

IMLA	City Attorney	CIVIC, SOCIAL AND FRATERNAL ASSOCIATIONS	$499.00
IMLA - Total For City Attorney			*$499.00*
IMLA - ALL DEPARTMENTS			**$499.00**

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Capital Projects Fund	Core Sampling Goodstein parking area	$607.50
INBERG-MILLER ENGINE - Total For Capital Projects Fund			*$607.50*

INBERG-MILLER ENGINE - ALL DEPARTMENTS			**$607.50**

INTERSTATE ALL BATTE

INTERSTATE ALL BATTE	Aquatics - Operations	Emergency Batteries for all Fire and Security bo	$209.25
INTERSTATE ALL BATTE - Total For Aquatics - Operations			*$209.25*
INTERSTATE ALL BATTE - ALL DEPARTMENTS			**$209.25**

INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	BALER BLDG FLOOR	$612.00
INTUIT, INC. - Total For Balefill - Disposal & Landfill			*$612.00*
INTUIT, INC.	City Council	HAND SANITIZER	$252.00
INTUIT, INC. - Total For City Council			*$252.00*
INTUIT, INC.	Fire-EMS Operations	CS Consulting - Swivel Belt Clip, Lite Monitor Wri	$885.04
INTUIT, INC. - Total For Fire-EMS Operations			*$885.04*
INTUIT, INC.	Ft. Caspar Museum	Mat Board from Goedicke's for collection suppli	$30.00
INTUIT, INC. - Total For Ft. Caspar Museum			*$30.00*
INTUIT, INC.	Regional Water Operations	Third floor Roof Drains cleaning	$1,200.00
INTUIT, INC. - Total For Regional Water Operations			*$1,200.00*
INTUIT, INC. - ALL DEPARTMENTS			**$2,979.04**

JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Refuse - Commercial	222280 repairs	$310.28
JACK'S TRUCK & EQUIP - Total For Refuse - Commercial			*$310.28*
JACK'S TRUCK & EQUIP - ALL DEPARTMENTS			**$310.28**

KELLY`S ALIGNMENT

KELLY`S ALIGNMENT	Fleet Maintenance Fund	ALIGNMENT 141418 CLAIM NO. 2727CA	$105.00
KELLY`S ALIGNMENT	Fleet Maintenance Fund	ALIGNMENT 101239	$105.00
KELLY`S ALIGNMENT - Total For Fleet Maintenance Fund			*$210.00*
KELLY`S ALIGNMENT - ALL DEPARTMENTS			**$210.00**

KISTLER TENT AND AWN

KISTLER TENT AND AWN	Fleet Maintenance Fund	Flags 5-20	$38.00
KISTLER TENT AND AWN - Total For Fleet Maintenance Fund			*$38.00*
KISTLER TENT AND AWN - ALL DEPARTMENTS			**$38.00**

KIWANIS CLUB

KIWANIS CLUB	City Attorney	Member quarterly dues	$96.00
KIWANIS CLUB - Total For City Attorney			*$96.00*
KIWANIS CLUB - ALL DEPARTMENTS			**$96.00**

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Water Distribution	SAND FOR NEW WATERLINE	$1,724.91
KNIFE RIVER/JTL	Water Distribution	SAND FOR NEW WATERLINE	$2,616.02
KNIFE RIVER/JTL	Water Distribution	SAND FOR NEW WATERLINE	$2,499.20
KNIFE RIVER/JTL	Water Distribution	SAND FOR NEW WATERLINE	$3,440.03
KNIFE RIVER/JTL	Water Distribution	SAND FOR NEW WATERLINE	$693.22
KNIFE RIVER/JTL - Total For Water Distribution			*$10,973.38*
KNIFE RIVER/JTL - ALL DEPARTMENTS			**$10,973.38**

KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Zetag polymer for dewatering	$5,618.85
KUBWATER RESOURCES, - Total For WWTP Operations			*$5,618.85*
KUBWATER RESOURCES, - ALL DEPARTMENTS			**$5,618.85**

LAMAR OUTDOOR ADVERT

LAMAR OUTDOOR ADVERT	Police State Grants	Posters, bulletins	$1,300.00
LAMAR OUTDOOR ADVERT - Total For Police State Grants			*$1,300.00*
LAMAR OUTDOOR ADVERT - ALL DEPARTMENTS			**$1,300.00**

LANDER ACE HDWE

LANDER ACE HDWE	Water Tanks	Reservoir valve repair	$53.52
LANDER ACE HDWE - Total For Water Tanks			*$53.52*

LANDER ACE HDWE - ALL DEPARTMENTS			**$53.52**

LAW OFFICE OF HAMPTO

LAW OFFICE OF HAMPTO	City Manager	March 2020	$1,350.00
LAW OFFICE OF HAMPTO	City Manager	April 2020	$1,350.00
LAW OFFICE OF HAMPTO - Total For City Manager			*$2,700.00*
LAW OFFICE OF HAMPTO - ALL DEPARTMENTS			**$2,700.00**

LETZS APPLIANCE INC

LETZS APPLIANCE INC	Balefill - Diversion & Special	pump	$242.20
LETZS APPLIANCE INC - Total For Balefill - Diversion & Special			*$242.20*
LETZS APPLIANCE INC - ALL DEPARTMENTS			**$242.20**

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning	$110.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	disinfect, cleaning	$385.00
LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill			*$495.00*
LISA'S SPIC N SPAN	City Council	disinfect, cleaning	$395.00
LISA'S SPIC N SPAN	City Council	Cleaning	$395.00
LISA'S SPIC N SPAN - Total For City Council			*$790.00*
LISA'S SPIC N SPAN - ALL DEPARTMENTS			**$1,285.00**

LL JOHNSON DIST CO

LL JOHNSON DIST CO	Hogadon - Operations	MISCELLANEOUS REPAIR SHOPS AND RELATED S	$85.16
LL JOHNSON DIST CO	Hogadon - Operations	Weed eater	$593.62
LL JOHNSON DIST CO - Total For Hogadon - Operations			*$678.78*
LL JOHNSON DIST CO - ALL DEPARTMENTS			**$678.78**

LOAF N JUG #0119

LOAF N JUG #0119	Police Administration	AUTOMATED FUEL DISPENSERS	$21.68
LOAF N JUG #0119 - Total For Police Administration			*$21.68*

LOAF N JUG #0119 - ALL DEPARTMENTS			**$21.68**

MAD TRANSPORT&TOWING

MAD TRANSPORT&TOWING	Fire-EMS Operations	Winch out E2	$750.00
MAD TRANSPORT&TOWING - Total For Fire-EMS Operations			*$750.00*
MAD TRANSPORT&TOWING	Fleet Maintenance Fund	TOW TO SHOP 230077	$125.00
MAD TRANSPORT&TOWING	Fleet Maintenance Fund	230078 TOW TO SHOP	$125.00
MAD TRANSPORT&TOWING - Total For Fleet Maintenance Fund			*$250.00*
MAD TRANSPORT&TOWING - ALL DEPARTMENTS			**$1,000.00**

MAVERIK #547

MAVERIK #547	Fleet Maintenance Fund	Fuel for exterior tank 81051 5-20	$64.47
MAVERIK #547 - Total For Fleet Maintenance Fund			*$64.47*
MAVERIK #547 - ALL DEPARTMENTS			**$64.47**

MAVERIK #557

MAVERIK #557	City Council	COVID19 fuel for transport	$22.79
MAVERIK #557 - Total For City Council			*$22.79*
MAVERIK #557 - ALL DEPARTMENTS			**$22.79**

MCDONALD'S F35665

MCDONALD'S F35665	Police Administration	investigation meal for suspect	$7.02
MCDONALD'S F35665 - Total For Police Administration			*$7.02*
MCDONALD'S F35665 - ALL DEPARTMENTS			**$7.02**

MCMURRY READY MIX CO

MCMURRY READY MIX CO	Water Distribution	7th and Conwell	$195.63
MCMURRY READY MIX CO - Total For Water Distribution			*$195.63*
MCMURRY READY MIX CO - ALL DEPARTMENTS			**$195.63**

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Baler Processing	PPE SUPPLIES	$148.72
MENARDS CASPER WY - Total For Balefill - Baler Processing			*$148.72*
MENARDS CASPER WY	City Council	COVID19 funnel set	$9.95
MENARDS CASPER WY - Total For City Council			*$9.95*
MENARDS CASPER WY	Refuse - Commercial	RUST REMOVE FOR PORTABLE FENCE	$65.97
MENARDS CASPER WY - Total For Refuse - Commercial			*$65.97*
MENARDS CASPER WY	Traffic Control	Cleaning supplies and air gauges for Traffic shop	$66.43
MENARDS CASPER WY - Total For Traffic Control			*$66.43*
MENARDS CASPER WY	Water Distribution	COUPLINGS, MOUSE BAIT, SOAP	$30.98
MENARDS CASPER WY	Water Distribution	COUPLINGS, MOUSE BAIT, SOAP	$125.40
MENARDS CASPER WY	Water Distribution	Gauge & service box parts	$36.80
MENARDS CASPER WY - Total For Water Distribution			*$193.18*
MENARDS CASPER WY	Weed & Pest Fund	supplies	$25.99
MENARDS CASPER WY	Weed & Pest Fund	Earth Anchors	$8.99
MENARDS CASPER WY - Total For Weed & Pest Fund			*$34.98*
MENARDS CASPER WY - ALL DEPARTMENTS			**$519.23**

MICHAEL BAKER INTERN

MICHAEL BAKER INTERN	Planning	Build bca project 177986	$5,500.00
MICHAEL BAKER INTERN - Total For Planning			*$5,500.00*
MICHAEL BAKER INTERN - ALL DEPARTMENTS			**$5,500.00**

MICHAELS FENCE & SUP

MICHAELS FENCE & SUP	Balefill - Disposal & Landfill	Gate repair	$5.68
MICHAELS FENCE & SUP - Total For Balefill - Disposal & Landfill			*$5.68*
MICHAELS FENCE & SUP - ALL DEPARTMENTS			**$5.68**

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Police Administration	Microphone, batt	$1,080.40
MOTOROLA SOLUTIONS - Total For Police Administration			*$1,080.40*
MOTOROLA SOLUTIONS	Public Safety Communication	Astro servicer	$6,163.50
MOTOROLA SOLUTIONS	Public Safety Communication	Astro service February	$6,163.50
MOTOROLA SOLUTIONS	Public Safety Communication	Astro service june	$3,954.33

MOTOROLA SOLUTIONS	Public Safety Communication	Astro August	$6,163.50
MOTOROLA SOLUTIONS	Public Safety Communication	Repairs	$1,700.98
MOTOROLA SOLUTIONS	Public Safety Communication	Astro september	$6,163.50
MOTOROLA SOLUTIONS	Public Safety Communication	April astro	$3,954.33
MOTOROLA SOLUTIONS	Public Safety Communication	Astro service	$6,163.50
MOTOROLA SOLUTIONS	Public Safety Communication	Repair	$932.79
MOTOROLA SOLUTIONS	Public Safety Communication	Astro service	$6,163.50
MOTOROLA SOLUTIONS	Public Safety Communication	March astro	$6,163.50
MOTOROLA SOLUTIONS - Total For Public Safety Communications			*$53,686.93*
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			**$54,767.33**

MOUNTAIN STATES

MOUNTAIN STATES	City Council	Envelopes	$110.74
MOUNTAIN STATES	City Council	Business Cards	$147.31
MOUNTAIN STATES - Total For City Council			*$258.05*
MOUNTAIN STATES - ALL DEPARTMENTS			**$258.05**

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Hogadon - Operations	Lodge Internet	$49.95
MOUNTAIN WEST TELEPH - Total For Hogadon - Operations			*$49.95*
MOUNTAIN WEST TELEPH	Information Services	Enterprise Internet Service acct. 0000003191	$1,000.00
MOUNTAIN WEST TELEPH - Total For Information Services			*$1,000.00*
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			**$1,049.95**

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Golf - Operations	Golf Shop Supplies	$172.94
MURDOCH'S RANCH&HOME - Total For Golf - Operations			*$172.94*
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			**$172.94**

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	WWTP Operations	Gear box sleeve	$36.80
NAPA AUTO PARTS CORP - Total For WWTP Operations			*$36.80*

NAPA AUTO PARTS CORP - ALL DEPARTMENTS			**$36.80**

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	March 2020 prisoner housing	120,328.20
NATRONA COUNTY OFFIC	Police Administration	April 2020 Juvenile Detention	$7,500.00
NATRONA COUNTY OFFIC - Total For Police Administration			*$127,828.20*
NATRONA COUNTY OFFIC	Social Community Services	May 2020 Tax revenue	$45,000.00
NATRONA COUNTY OFFIC - Total For Social Community Services			*$45,000.00*
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			**$172,828.20**

NEUTRON INDU NEUTRON

NEUTRON INDU NEUTRON	Metro Animal Shelter	surface defense wipes	$217.56
NEUTRON INDU NEUTRON - Total For Metro Animal Shelter			*$217.56*
NEUTRON INDU NEUTRON - ALL DEPARTMENTS			**$217.56**

NOLAND FEED

NOLAND FEED	Metro Animal Shelter	animal food	$326.60
NOLAND FEED	Metro Animal Shelter	animal food	$188.50
NOLAND FEED	Metro Animal Shelter	animal food	$426.30
NOLAND FEED - Total For Metro Animal Shelter			*$941.40*
NOLAND FEED	Police Administration	canine food	$81.69
NOLAND FEED	Police Administration	canine food	$115.35
NOLAND FEED	Police Administration	canine food	$77.80
NOLAND FEED - Total For Police Administration			*$274.84*
NOLAND FEED - ALL DEPARTMENTS			**$1,216.24**

NORCO, INC.

NORCO, INC.	Buildings & Structures Fund	chop saw blade	$410.10
NORCO, INC.	Buildings & Structures Fund	101,575 Oxygen	$44.21
NORCO, INC. - Total For Buildings & Structures Fund			*$454.31*
NORCO, INC.	City Council	Exam Gloves	$2,049.70
NORCO, INC. - Total For City Council			*$2,049.70*
NORCO, INC.	Fleet Maintenance Fund	OXYGEN BOTTLE REFILL	$42.81

NORCO, INC. - Total For Fleet Maintenance Fund			*$42.81*
NORCO, INC.	Metro Animal Shelter	laundry detergent and towels	$64.34
NORCO, INC.	Metro Animal Shelter	detergent	$72.51
NORCO, INC. - Total For Metro Animal Shelter			*$136.85*
NORCO, INC.	Refuse - Residential	Safety glasses	$35.37
NORCO, INC. - Total For Refuse - Residential			*$35.37*
NORCO, INC.	Water Tanks	water dept cut off wheel	$13.20
NORCO, INC.	Water Tanks	Water steel blade	$112.54
NORCO, INC. - Total For Water Tanks			*$125.74*
NORCO, INC.	WWTP Operations	Safety goggles	$21.67
NORCO, INC. - Total For WWTP Operations			*$21.67*
NORCO, INC. - ALL DEPARTMENTS			**$2,866.45**

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Commercial	222284 Repairs	$5,800.00
NORTHERN LIGHTS MANU	Refuse - Commercial	222283 repairs	$5,550.00
NORTHERN LIGHTS MANU	Refuse - Commercial	222261 repairs	$825.00
NORTHERN LIGHTS MANU	Refuse - Commercial	222275 repairs	$3,600.00
NORTHERN LIGHTS MANU - Total For Refuse - Commercial			*$15,775.00*
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			**$15,775.00**

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	safety gloves and supplies	$186.12
NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing			*$186.12*
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			**$186.12**

OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	Claim 2804 101239 repairs	$1,291.25
OLSON AUTOBODY & COL - Total For Fleet Maintenance Fund			*$1,291.25*
OLSON AUTOBODY & COL - ALL DEPARTMENTS			**$1,291.25**

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection	tickets for April 2020	$381.04

ONE CALL OF WY. - Total For Sewer Wastewater Collection			*$381.04*
ONE CALL OF WY.	Water Distribution	tickets for April 2020	$465.71
ONE CALL OF WY. - Total For Water Distribution			*$465.71*
ONE CALL OF WY. - ALL DEPARTMENTS			**$846.75**

ORKIN LLC 002

ORKIN LLC 002	Hogadon - Operations	Pest Control	$128.97
ORKIN LLC 002 - Total For Hogadon - Operations			*$128.97*
ORKIN LLC 002 - ALL DEPARTMENTS			**$128.97**

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Balefill - Disposal & Landfill	Garage door remote	$290.60
OVERHEAD DOOR CO - Total For Balefill - Disposal & Landfill			*$290.60*
OVERHEAD DOOR CO	Buildings & Structures Fund	#581 Door repair	$196.16
OVERHEAD DOOR CO - Total For Buildings & Structures Fund			*$196.16*
OVERHEAD DOOR CO - ALL DEPARTMENTS			**$486.76**

PACIOLAN, INC.

PACIOLAN, INC.	Casper Events Center Fund	Cutter and display	$7,668.00
PACIOLAN, INC. - Total For Casper Events Center Fund			*$7,668.00*
PACIOLAN, INC. - ALL DEPARTMENTS			**$7,668.00**

PARKSON CORPORATION

PARKSON CORPORATION	WWTP Operations	Gaskets	$915.37
PARKSON CORPORATION - Total For WWTP Operations			*$915.37*
PARKSON CORPORATION - ALL DEPARTMENTS			**$915.37**

PETCO 1456

PETCO 1456	Police Administration	canine supplies	$31.48
PETCO 1456 - Total For Police Administration			*$31.48*
PETCO 1456 - ALL DEPARTMENTS			**$31.48**

PLATTE RIVER CROSSIN

PLATTE RIVER CROSSIN	City Council	Prorated Monthly rent	$435.00
PLATTE RIVER CROSSIN	City Council	Monthly rent	$4,096.67
PLATTE RIVER CROSSIN	City Council	Monthly rent	$4,096.67
PLATTE RIVER CROSSIN	City Council	Prorated monthly rent	$1,616.16
PLATTE RIVER CROSSIN	City Council	April prorated rent	$406.00
PLATTE RIVER CROSSIN - Total For City Council			*$10,650.50*
PLATTE RIVER CROSSIN - ALL DEPARTMENTS			**$10,650.50**

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Web posting	$693.29
POSTAL PROS, INC.	Customer Service	Web posting	$338.09
POSTAL PROS, INC.	Customer Service	Utility billing	$2,530.69
POSTAL PROS, INC.	Customer Service	Utility billing	$1,994.26
POSTAL PROS, INC. - Total For Customer Service			*$5,556.33*
POSTAL PROS, INC.	Water Revenue and Transfer	Web posting	$1,065.00
POSTAL PROS, INC. - Total For Water Revenue and Transfers			*$1,065.00*
POSTAL PROS, INC. - ALL DEPARTMENTS			**$6,621.33**

PP WASCOP

PP WASCOP	Police Administration	membership	$500.00
PP WASCOP - Total For Police Administration			*$500.00*
PP WASCOP - ALL DEPARTMENTS			**$500.00**

QT 645

QT 645	Police Administration	AUTOMATED FUEL DISPENSERS	$9.82
QT 645 - Total For Police Administration			*$9.82*
QT 645 - ALL DEPARTMENTS			**$9.82**

R & R REST STOPS

R & R REST STOPS	Golf - Operations	4 Porta Potty rental and service on golf course	$504.00
R & R REST STOPS - Total For Golf - Operations			*$504.00*

R & R REST STOPS - ALL DEPARTMENTS			**$504.00**

RAILROAD MGMT CO III

RAILROAD MGMT CO III	Sewer Administration	License fees pipeline crossing	$258.95
RAILROAD MGMT CO III - Total For Sewer Administration			*$258.95*
RAILROAD MGMT CO III	WWTP Operations	License fees sewer pipeline	$1,255.12
RAILROAD MGMT CO III - Total For WWTP Operations			*$1,255.12*
RAILROAD MGMT CO III - ALL DEPARTMENTS			**$1,514.07**

RECYCLED MATERIALS,

RECYCLED MATERIALS,	Balefill - Disposal & Landfill	Nolan Project, Waived Landfill fees	$5,745.66
RECYCLED MATERIALS, - Total For Balefill - Disposal & Landfill			*$5,745.66*
RECYCLED MATERIALS, - ALL DEPARTMENTS			**$5,745.66**

REED'S AUTOMOTIVE &

REED'S AUTOMOTIVE &	Fleet Maintenance Fund	REPAIR EXHAUST 230086	$138.22
REED'S AUTOMOTIVE & - Total For Fleet Maintenance Fund			*$138.22*
REED'S AUTOMOTIVE & - ALL DEPARTMENTS			**$138.22**

RIDLEY'S 1132

RIDLEY'S 1132	City Council	Donuts/Danish for EOC	$17.07
RIDLEY'S 1132	City Council	Food and Drink for EOC	$30.45
RIDLEY'S 1132 - Total For City Council			*$47.52*
RIDLEY'S 1132 - ALL DEPARTMENTS			**$47.52**

RMI CASPER

RMI CASPER	Fleet Maintenance Fund	SAFETY GLASSES AND GLOVES FOR SAFETY ZON	$99.21
RMI CASPER - Total For Fleet Maintenance Fund			*$99.21*
RMI CASPER - ALL DEPARTMENTS			**$99.21**

ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Regional Water Operations	Oxygen	$4,092.67
ROCKY MOUNTAIN AIR S - Total For Regional Water Operations			*$4,092.67*
ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS			**$4,092.67**

ROCKY MOUNTAIN DISCO

ROCKY MOUNTAIN DISCO	City Council	Aqua-Tainer 7 Gal/Reliance Jumbo with Spitgot	$297.01
ROCKY MOUNTAIN DISCO	City Council	Aqua-Tainer 7 Gal/Reliance Jumbo with Spitgot	$282.87
ROCKY MOUNTAIN DISCO	City Council	Aqua-Tainer 7 Gal/Reliance Jumbo with Spitgot	($297.01)
ROCKY MOUNTAIN DISCO - Total For City Council			*$282.87*
ROCKY MOUNTAIN DISCO - ALL DEPARTMENTS			**$282.87**

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Pool	electricity acct. 5430761-112	$422.90
ROCKY MOUNTAIN POWER - Total For Aquatics - Pool			*$422.90*
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	electricity acct. 54730761-090 7	$9,191.20
ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill			*$9,191.20*
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	acct. 54730761-089 9	$121.24
ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund			*$121.24*
ROCKY MOUNTAIN POWER	Golf - Operations	Electricity acct. 54730761-099 8	$3,983.46
ROCKY MOUNTAIN POWER - Total For Golf - Operations			*$3,983.46*
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	electricity acct. 54730761-151 7	$564.71
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Electricity acct.54730761-131 9	$3,568.15
ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.			*$4,132.86*
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	acct. 54730761-103 8	$1,563.79
ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.			*$1,563.79*
ROCKY MOUNTAIN POWER	Parks - Special Areas	acct. 54730761-115 2	$59.22
ROCKY MOUNTAIN POWER - Total For Parks - Special Areas			*$59.22*
ROCKY MOUNTAIN POWER	Regional Water Operations	Electricity multiple accounts	$40,568.99
ROCKY MOUNTAIN POWER - Total For Regional Water Operations			*$40,568.99*
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Electricity multiple accounts	$7,763.28
ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations			*$7,763.28*
ROCKY MOUNTAIN POWER	Traffic Control	acct. 54730761-118 6	$70.98
ROCKY MOUNTAIN POWER - Total For Traffic Control			*$70.98*
ROCKY MOUNTAIN POWER	Water Tanks	acct. 54730761-148 3	$42.10

ROCKY MOUNTAIN POWER - Total For Water Tanks			*$42.10*
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			**$67,920.02**

RODOLPH BROTHERS INC

RODOLPH BROTHERS INC	Balefill - Disposal & Landfill	Root Fertilization	$694.50
RODOLPH BROTHERS INC - Total For Balefill - Disposal & Landfill			*$694.50*
RODOLPH BROTHERS INC - ALL DEPARTMENTS			**$694.50**

ROGUE MECHANICAL

ROGUE MECHANICAL	Hogadon - Operations	dry system repairs	$425.00
ROGUE MECHANICAL - Total For Hogadon - Operations			*$425.00*
ROGUE MECHANICAL - ALL DEPARTMENTS			**$425.00**

Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented portable toilets	$64.56
Rooter	Parks - Parks Maint.	Portable Toilets	$373.68
Rooter - Total For Parks - Parks Maint.			*$438.24*
Rooter - ALL DEPARTMENTS			**$438.24**

SA COMPANY

SA COMPANY	City Council	COVID19 masks...tax credit will come later	$49.35
SA COMPANY - Total For City Council			*$49.35*
SA COMPANY - ALL DEPARTMENTS			**$49.35**

SAFARILAND

SAFARILAND	Police Administration	ammo	$5,236.00
SAFARILAND - Total For Police Administration			*$5,236.00*
SAFARILAND - ALL DEPARTMENTS			**$5,236.00**

SAMS CLUB #6425

SAMS CLUB #6425	Buildings & Structures Fund	Custodial Supplies for City Hall	$167.88

SAMS CLUB #6425 - Total For Buildings & Structures Fund			*$167.88*
SAMS CLUB #6425	City Council	Food for EOC	$200.51
SAMS CLUB #6425	City Council	Food and Drinks for EOC	$212.15
SAMS CLUB #6425	City Council	Feminine Hygiene Products for Shelters	$14.57
SAMS CLUB #6425	City Council	Food for the EOC	$100.11
SAMS CLUB #6425 - Total For City Council			*$527.34*
SAMS CLUB #6425	Golf - Operations	Golf shop supplies	$54.88
SAMS CLUB #6425 - Total For Golf - Operations			*$54.88*
SAMS CLUB #6425	Water Distribution	OFFICE SUPPLIES	$162.49
SAMS CLUB #6425 - Total For Water Distribution			*$162.49*
SAMS CLUB #6425 - ALL DEPARTMENTS			**$912.59**

SAMS CLUB #6565

SAMS CLUB #6565	Police Administration	fuel	$12.44
SAMS CLUB #6565 - Total For Police Administration			*$12.44*
SAMS CLUB #6565 - ALL DEPARTMENTS			**$12.44**

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Disposal & Landfill	WHOLESALE CLUBS	$111.40
SAMSCLUB #6425	Balefill - Disposal & Landfill	SHOP TOWELS, ETC	$94.26
SAMSCLUB #6425	Balefill - Disposal & Landfill	TRASH BAGS BLEACH FOR LEACHATE	$57.32
SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill			*$262.98*
SAMSCLUB #6425	Sewer Wastewater Collection	office supplies	$86.15
SAMSCLUB #6425 - Total For Sewer Wastewater Collection			*$86.15*
SAMSCLUB #6425 - ALL DEPARTMENTS			**$349.13**

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	$23.01
SHELL OIL 5744427920 - Total For Fire-EMS Operations			*$23.01*
SHELL OIL 5744427920 - ALL DEPARTMENTS			**$23.01**

SHELL OIL 5744472020

SHELL OIL 5744472020	Police Administration	AUTOMATED FUEL DISPENSERS	$18.38

SHELL OIL 5744472020 - Total For Police Administration			*$18.38*
SHELL OIL 5744472020 - ALL DEPARTMENTS			**$18.38**

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	PAINT	$176.45
SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	exclusion zone in commercial doors	$170.26
SHERWIN-WILLIAMS COR - Total For Balefill - Disposal & Landfill			*$346.71*
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	101575 air valve kit	$122.85
SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund			*$122.85*
SHERWIN-WILLIAMS COR	Golf - Operations	GLASS, PAINT, WALLPAPER STORES	$89.77
SHERWIN-WILLIAMS COR - Total For Golf - Operations			*$89.77*
SHERWIN-WILLIAMS COR	Water Tanks	104383 Procryl and poly knit	$54.41
SHERWIN-WILLIAMS COR - Total For Water Tanks			*$54.41*
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			**$613.74**

SOFT DR INC

SOFT DR INC	Municipal Court	Water	$36.25
SOFT DR INC - Total For Municipal Court			*$36.25*
SOFT DR INC - ALL DEPARTMENTS			**$36.25**

SOURCE OFFICE

SOURCE OFFICE	Balefill - Disposal & Landfill	TONER FOR SPECIAL WASTE PRINTER	$99.48
SOURCE OFFICE - Total For Balefill - Disposal & Landfill			*$99.48*
SOURCE OFFICE - ALL DEPARTMENTS			**$99.48**

SP PROPELGEAR.COM

SP PROPELGEAR.COM	City Council	COVID 19 THERMOMETERS	$1,052.65
SP PROPELGEAR.COM	City Council	Credit COVID Thermometers	($1,052.65)
SP PROPELGEAR.COM - Total For City Council			*$0.00*
SP PROPELGEAR.COM - ALL DEPARTMENTS			**$0.00**

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	City Council	Air Mattress	$89.99
SPORTSMANS WAREHOUSE - Total For City Council			*$89.99*
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS			**$89.99**

SQ AIRE MASTER OF E

SQ AIRE MASTER OF E	City Council	HAND SANI FOR SOLID WSTE OP	$225.00
SQ AIRE MASTER OF E - Total For City Council			*$225.00*
SQ AIRE MASTER OF E - ALL DEPARTMENTS			**$225.00**

SQ ATLANTIC ELECTRI

SQ ATLANTIC ELECTRI	Balefill - Disposal & Landfill	NEW LIGHT FOR PLASMA TABLE MAIN	$587.00
SQ ATLANTIC ELECTRI	Balefill - Disposal & Landfill	ELECTRICAL CONTRACTORS	$572.18
SQ ATLANTIC ELECTRI - Total For Balefill - Disposal & Landfill			*$1,159.18*
SQ ATLANTIC ELECTRI - ALL DEPARTMENTS			**$1,159.18**

SQ PEAK RESCUE

SQ PEAK RESCUE	Capital Projects Fund	Swivel Anchors, And Mega Swivel supplies	$1,650.00
SQ PEAK RESCUE - Total For Capital Projects Fund			*$1,650.00*
SQ PEAK RESCUE - ALL DEPARTMENTS			**$1,650.00**

STAPLES

STAPLES	City Council	Envelopes, Binders, Lables, Pens, Staples	$105.42
STAPLES	City Council	Three Tab Files	$13.48
STAPLES - Total For City Council			*$118.90*
STAPLES	Fire-EMS Administration	Ink Pens	$8.99
STAPLES - Total For Fire-EMS Administration			*$8.99*
STAPLES	Golf - Operations	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	$47.48
STAPLES - Total For Golf - Operations			*$47.48*
STAPLES	Hogadon - Operations	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	$17.28
STAPLES - Total For Hogadon - Operations			*$17.28*
STAPLES	Metro Animal Shelter	office supplies	$81.31
STAPLES - Total For Metro Animal Shelter			*$81.31*
STAPLES	Municipal Court	Office Supplies	$123.29

STAPLES - Total For Municipal Court			*$123.29*
STAPLES	Parks - Parks Maint.	Brochure holders for front counter	$22.28
STAPLES - Total For Parks - Parks Maint.			*$22.28*
STAPLES - ALL DEPARTMENTS			**$419.53**

STAPLES DIRECT

STAPLES DIRECT	City Manager	Pens	$16.22
STAPLES DIRECT - Total For City Manager			*$16.22*
STAPLES DIRECT	Municipal Court	Office Supplies	$125.87
STAPLES DIRECT - Total For Municipal Court			*$125.87*
STAPLES DIRECT - ALL DEPARTMENTS			**$142.09**

STATE OF WY.

STATE OF WY.	Aquatics - Operations	Aquatic center 4641	$50.00
STATE OF WY.	Aquatics - Operations	Aquatic center 4641	$50.00
STATE OF WY.	Aquatics - Operations	Aquatic Center	$50.00
STATE OF WY. - Total For Aquatics - Operations			*$150.00*
STATE OF WY.	Aquatics - Pool	Paradise valley concessions 5383	$50.00
STATE OF WY.	Aquatics - Pool	Marion Keiner 4582	$50.00
STATE OF WY.	Aquatics - Pool	Marion Keiner 4582	$50.00
STATE OF WY.	Aquatics - Pool	Washington park pools	$50.00
STATE OF WY.	Aquatics - Pool	Mike sedar 6632	$50.00
STATE OF WY.	Aquatics - Pool	Washington Park 4584	$50.00
STATE OF WY.	Aquatics - Pool	Paradise Valley 4583	$50.00
STATE OF WY.	Aquatics - Pool	Paradise valley 4583	$50.00
STATE OF WY. - Total For Aquatics - Pool			*$400.00*
STATE OF WY. - ALL DEPARTMENTS			**$550.00**

STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Capital Projects Fund	City hall renovations 20-004	$10,000.00
STATELINE NO 7 ARCHI	Capital Projects Fund	City hall renovation	$500.00
STATELINE NO 7 ARCHI - Total For Capital Projects Fund			*$10,500.00*

STATELINE NO 7 ARCHI - ALL DEPARTMENTS			**$10,500.00**

STELLAR PROGRAMMING

STELLAR PROGRAMMING	Refuse - Residential	programming and consulting	$1,923.75
STELLAR PROGRAMMING - Total For Refuse - Residential			*$1,923.75*
STELLAR PROGRAMMING - ALL DEPARTMENTS			**$1,923.75**

STOTZ EQUIPMENT

STOTZ EQUIPMENT	Weed & Pest Fund	Tractor blades	$146.79
STOTZ EQUIPMENT	Weed & Pest Fund	Lease for Pull mower and tract	$3,850.00
STOTZ EQUIPMENT - Total For Weed & Pest Fund			*$3,996.79*
STOTZ EQUIPMENT - ALL DEPARTMENTS			**$3,996.79**

SUTHERLANDS 2219

SUTHERLANDS 2219	Balefill - Disposal & Landfill	SUTHERLANDS 101.56	$101.56
SUTHERLANDS 2219 - Total For Balefill - Disposal & Landfill			*$101.56*
SUTHERLANDS 2219 - ALL DEPARTMENTS			**$101.56**

SWANSON CONSTRUCTION

SWANSON CONSTRUCTION	Balefill - Disposal & Landfill	ceiling baler office	$500.00
SWANSON CONSTRUCTION - Total For Balefill - Disposal & Landfill			*$500.00*
SWANSON CONSTRUCTION - ALL DEPARTMENTS			**$500.00**

SWI, LLC

SWI, LLC	Balefill - Disposal & Landfill	portable fencing	$1,186.00
SWI, LLC	Balefill - Disposal & Landfill	portable fencing	$861.00
SWI, LLC - Total For Balefill - Disposal & Landfill			*$2,047.00*
SWI, LLC	Capital Projects Fund	Events Center fencing	$25,536.00
SWI, LLC - Total For Capital Projects Fund			*$25,536.00*
SWI, LLC - ALL DEPARTMENTS			**$27,583.00**

TA #90 OGALLALA

TA #90 OGALLALA	Police Administration	AUTOMATED FUEL DISPENSERS	$15.49
TA #90 OGALLALA - Total For Police Administration			*$15.49*
TA #90 OGALLALA - ALL DEPARTMENTS			**$15.49**

TEAMSPORTS ATHLETICS

TEAMSPORTS ATHLETICS	Capital Projects Fund	SPORTING GOODS STORES	$1,800.00
TEAMSPORTS ATHLETICS	Capital Projects Fund	SPORTING GOODS STORES	$4,843.55
TEAMSPORTS ATHLETICS - Total For Capital Projects Fund			*$6,643.55*
TEAMSPORTS ATHLETICS - ALL DEPARTMENTS			**$6,643.55**

THE ARC OF NATRONA C

THE ARC OF NATRONA C	Capital Projects Fund	1%#16 Funding The Arc of Natro	$2,967.69
THE ARC OF NATRONA C - Total For Capital Projects Fund			*$2,967.69*
THE ARC OF NATRONA C - ALL DEPARTMENTS			**$2,967.69**

THE HOME DEPOT

THE HOME DEPOT	City Council	Shower Head for Williard Shelter	$4.70
THE HOME DEPOT	City Council	Trash Cans/Microfiber Towel	$79.66
THE HOME DEPOT - Total For City Council			*$84.36*
THE HOME DEPOT	Golf - Operations	Golf Shop Supplies	$146.38
THE HOME DEPOT - Total For Golf - Operations			*$146.38*
THE HOME DEPOT	Hogadon - Admin	Batteries	$16.98
THE HOME DEPOT - Total For Hogadon - Admin			*$16.98*
THE HOME DEPOT	Traffic Control	Power strips and splicing supplies for 2nd & Lan	$27.12
THE HOME DEPOT - Total For Traffic Control			*$27.12*
THE HOME DEPOT - ALL DEPARTMENTS			**$274.84**

THERAEXPRESSIONS

THERAEXPRESSIONS	Balefill - Disposal & Landfill	Training	$200.00
THERAEXPRESSIONS - Total For Balefill - Disposal & Landfill			*$200.00*

THERAEXPRESSIONS - ALL DEPARTMENTS			**$200.00**

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection	Sewer line flushing water	$222.00
THIRTY THREE MILE RO - Total For Sewer Wastewater Collection			*$222.00*
THIRTY THREE MILE RO - ALL DEPARTMENTS			**$222.00**

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Municipal Court	invoice and balance on account 6.97	$44.97
TOP OFFICE PRODUCTS - Total For Municipal Court			*$44.97*
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			**$44.97**

TORRINGTON SOD FARM

TORRINGTON SOD FARM	Cemetery	NURSERIES, LAWN AND GARDEN SUPPLY TORRI	$470.00
TORRINGTON SOD FARM - Total For Cemetery			*$470.00*
TORRINGTON SOD FARM - ALL DEPARTMENTS			**$470.00**

TOWNSQUARE MEDIA CAS

TOWNSQUARE MEDIA CAS	Hogadon - Operations	ADVERTISING SERVICES	$336.88
TOWNSQUARE MEDIA CAS	Hogadon - Operations	ADVERTISING SERVICES	$163.12
TOWNSQUARE MEDIA CAS - Total For Hogadon - Operations			*$500.00*
TOWNSQUARE MEDIA CAS - ALL DEPARTMENTS			**$500.00**

TRIHYDRO CORP.

TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields Hazardous	$533.00
TRIHYDRO CORP.	Capital Projects Fund	EPA brownfields Petroleum	$4,588.25
TRIHYDRO CORP. - Total For Capital Projects Fund			*$5,121.25*
TRIHYDRO CORP. - ALL DEPARTMENTS			**$5,121.25**

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Implementation	$224.00

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Scanner	$184.16
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Implementation	$224.00
TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill			*$632.16*
TYLER TECHNOLOGIES I	Capital Projects Fund	Scanner	$3,176.76
TYLER TECHNOLOGIES I	Capital Projects Fund	Implementation	$3,864.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Implementation	$3,864.00
TYLER TECHNOLOGIES I - Total For Capital Projects Fund			*$10,904.76*
TYLER TECHNOLOGIES I	Refuse - Residential	Scanner	$276.24
TYLER TECHNOLOGIES I	Refuse - Residential	Implementation	$336.00
TYLER TECHNOLOGIES I	Refuse - Residential	Implementation	$336.00
TYLER TECHNOLOGIES I - Total For Refuse - Residential			*$948.24*
TYLER TECHNOLOGIES I	Regional Water Operations	Implementation	$56.00
TYLER TECHNOLOGIES I	Regional Water Operations	Scanner	$46.04
TYLER TECHNOLOGIES I	Regional Water Operations	Implementation	$56.00
TYLER TECHNOLOGIES I - Total For Regional Water Operations			*$158.04*
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Implementation	$280.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Scanner	$230.20
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Implementation	$280.00
TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection			*$790.20*
TYLER TECHNOLOGIES I	Water Distribution	Implementation	$616.00
TYLER TECHNOLOGIES I	Water Distribution	Scanner	$506.44
TYLER TECHNOLOGIES I	Water Distribution	Implementation	$616.00
TYLER TECHNOLOGIES I - Total For Water Distribution			*$1,738.44*
TYLER TECHNOLOGIES I	WWTP Operations	Implementation	$224.00
TYLER TECHNOLOGIES I	WWTP Operations	Implementation	$224.00
TYLER TECHNOLOGIES I	WWTP Operations	Scanner	$184.16
TYLER TECHNOLOGIES I - Total For WWTP Operations			*$632.16*
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			**$15,804.00**

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	long sleeve, jacket	$183.72
UNIFORMS 2 GEAR	Police Administration	womens stryke pants	$144.94
UNIFORMS 2 GEAR	Police Administration	pants, shirts	$446.81
UNIFORMS 2 GEAR	Police Administration	pants	$50.97
UNIFORMS 2 GEAR - Total For Police Administration			*$826.44*

UNIFORMS 2 GEAR - ALL DEPARTMENTS			**$826.44**

UNION WIRELESS

UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Phon	$94.89
UNION WIRELESS - Total For Water Tanks			*$94.89*
UNION WIRELESS - ALL DEPARTMENTS			**$94.89**

UPS 0000008F045W200

UPS 0000008F045W200	Regional Water Operations	Shipping for lab test additional charge due to w	$28.44
UPS 0000008F045W200 - Total For Regional Water Operations			*$28.44*
UPS 0000008F045W200 - ALL DEPARTMENTS			**$28.44**

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONERS	$1,843.00
URGENT CARE OF CASPE - Total For Property Insurance Fund			*$1,843.00*
URGENT CARE OF CASPE - ALL DEPARTMENTS			**$1,843.00**

USPS PO 5715580478

USPS PO 5715580478	WWTP Pretreatment	Certified Mail	$8.20
USPS PO 5715580478 - Total For WWTP Pretreatment			*$8.20*
USPS PO 5715580478 - ALL DEPARTMENTS			**$8.20**

VCN NATRONACOREALEST

VCN NATRONACOREALEST	Water Administration	Outside-City Water & Sewer Contracts Recordin	$132.08
VCN NATRONACOREALEST - Total For Water Administration			*$132.08*
VCN NATRONACOREALEST - ALL DEPARTMENTS			**$132.08**

VERIZON WIRELESS

VERIZON WIRELESS	Code Enforcement	April 2020	$274.96
VERIZON WIRELESS - Total For Code Enforcement			*$274.96*
VERIZON WIRELESS	Metro Animal Shelter	April phone	$52.02

VERIZON WIRELESS - Total For Metro Animal Shelter			*$52.02*
VERIZON WIRELESS - ALL DEPARTMENTS			**$326.98**

VERMEER SALES & SERV

VERMEER SALES & SERV	Balefill - Diversion & Special	rocker switch	$285.19
VERMEER SALES & SERV - Total For Balefill - Diversion & Special			*$285.19*
VERMEER SALES & SERV - ALL DEPARTMENTS			**$285.19**

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Golf - Operations	MISCELLANEOUS PUBLISHING & PRINTING	$69.71
VISTAPR VISTAPRINT.C - Total For Golf - Operations			*$69.71*
VISTAPR VISTAPRINT.C	Metro Animal Shelter	address labels	$56.69
VISTAPR VISTAPRINT.C - Total For Metro Animal Shelter			*$56.69*
VISTAPR VISTAPRINT.C - ALL DEPARTMENTS			**$126.40**

VOGEL PAINT & WAX CO

VOGEL PAINT & WAX CO	Traffic Control	5 White & 7 Yellow totes of striping paint	$24,890.00
VOGEL PAINT & WAX CO - Total For Traffic Control			*$24,890.00*
VOGEL PAINT & WAX CO - ALL DEPARTMENTS			**$24,890.00**

VOLANCE LANGUAGE

VOLANCE LANGUAGE	Police Administration	phone interpretation	$203.92
VOLANCE LANGUAGE - Total For Police Administration			*$203.92*
VOLANCE LANGUAGE - ALL DEPARTMENTS			**$203.92**

VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	April 2020	$83.60
VRC COMPANIES LLC - Total For Human Resources			*$83.60*
VRC COMPANIES LLC	Metro Animal Shelter	document shred	$96.41
VRC COMPANIES LLC - Total For Metro Animal Shelter			*$96.41*
VRC COMPANIES LLC - ALL DEPARTMENTS			**$180.01**

VZWRLSS IVR VB

VZWRLSS IVR VB	Sewer Wastewater Collection remote device data		$73.28
VZWRLSS IVR VB - Total For Sewer Wastewater Collection			*$73.28*
VZWRLSS IVR VB	Streets	Traffic dept hot spot and Streets on call phone	$65.61
VZWRLSS IVR VB - Total For Streets			*$65.61*
VZWRLSS IVR VB	Water Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	$277.67
VZWRLSS IVR VB - Total For Water Distribution			*$277.67*
VZWRLSS IVR VB - ALL DEPARTMENTS			**$416.56**

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire-EMS Administration	March Air Card Bill	$120.03
VZWRLSS MY VZ VB P	Fire-EMS Administration	March Cell Bill	$1,984.37
VZWRLSS MY VZ VB P - Total For Fire-EMS Administration			*$2,104.40*
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	$25.60
VZWRLSS MY VZ VB P - Total For Regional Water Operations			*$25.60*
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			**$2,130.00**

WAGNER'S OUTDOOR OUT

WAGNER'S OUTDOOR OUT	City Council	Aqua - Tainer	$79.96
WAGNER'S OUTDOOR OUT - Total For City Council			*$79.96*
WAGNER'S OUTDOOR OUT - ALL DEPARTMENTS			**$79.96**

WAL-MART #3778

WAL-MART #3778	Regional Water Operations	Coffee	$39.84
WAL-MART #3778 - Total For Regional Water Operations			*$39.84*
WAL-MART #3778 - ALL DEPARTMENTS			**$39.84**

WAV MUSTARD SEED DES

WAV MUSTARD SEED DES	Golf - Operations	wall paper	$455.00
WAV MUSTARD SEED DES - Total For Golf - Operations			*$455.00*
WAV MUSTARD SEED DES - ALL DEPARTMENTS			**$455.00**

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Water Revenue and Transfer	CPU Asphalt 19-001 retainage	$14,176.00
WAYNE COLEMAN CONSTR - Total For Water Revenue and Transfers			*$14,176.00*
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			**$14,176.00**

WESTERN COOPERATIVE

WESTERN COOPERATIVE	Weed & Pest Fund	T zone broadleaf	$1,797.50
WESTERN COOPERATIVE - Total For Weed & Pest Fund			*$1,797.50*
WESTERN COOPERATIVE - ALL DEPARTMENTS			**$1,797.50**

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	midwest david-elm 17-031	$2,189.75
WESTERN WATER CONSUL	Capital Projects Fund	George tani parking 18-068	$580.50
WESTERN WATER CONSUL	Capital Projects Fund	midwest reconstruction elm to walnut 18-066	$12,962.00
WESTERN WATER CONSUL	Capital Projects Fund	K Street Phase 2A DesignCA	$7,283.90
WESTERN WATER CONSUL	Capital Projects Fund	Digital As-Built Process Updat	$864.00
WESTERN WATER CONSUL - Total For Capital Projects Fund			*$23,880.15*
WESTERN WATER CONSUL	Sewer Wastewater Collection	midwest david-elm 17-031	$3.07
WESTERN WATER CONSUL - Total For Sewer Wastewater Collection			*$3.07*
WESTERN WATER CONSUL	Water Distribution	midwest david-elm 17-031	$236.58
WESTERN WATER CONSUL - Total For Water Distribution			*$236.58*
WESTERN WATER CONSUL - ALL DEPARTMENTS			**$24,119.80**

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Ridgecrest Zone 2-3 Waterline	$5,245.15
WLC ENGINEERING - SU	Capital Projects Fund	Design & CA for Morad Park to	$5,310.05
WLC ENGINEERING - SU - Total For Capital Projects Fund			*$10,555.20*
WLC ENGINEERING - SU	Revolving Land Fund	Surveying	$446.50
WLC ENGINEERING - SU - Total For Revolving Land Fund			*$446.50*
WLC ENGINEERING - SU	Water Distribution	Ridgecrest Zone 2-3 Waterline	$13,487.53
WLC ENGINEERING - SU - Total For Water Distribution			*$13,487.53*
WLC ENGINEERING - SU	Water Tanks	W casper zone 2 15-59	$24,167.51
WLC ENGINEERING - SU - Total For Water Tanks			*$24,167.51*

WLC ENGINEERING - SU - ALL DEPARTMENTS			**$48,656.74**

WM SUPERCENTER

WM SUPERCENTER	Balefill - Disposal & Landfill	GROCERY STORES, SUPERMARKETS	$88.80
WM SUPERCENTER - Total For Balefill - Disposal & Landfill			*$88.80*
WM SUPERCENTER	Water Distribution	Potted flowers	$18.68
WM SUPERCENTER - Total For Water Distribution			*$18.68*
WM SUPERCENTER - ALL DEPARTMENTS			**$107.48**

WONDER WASH

WONDER WASH	Police Administration	CAR WASHES	$79.65
WONDER WASH - Total For Police Administration			*$79.65*
WONDER WASH - ALL DEPARTMENTS			**$79.65**

WSKF INC

WSKF INC	Fire-EMS Administration	Public Safety needs assessment	$3,506.25
WSKF INC - Total For Fire-EMS Administration			*$3,506.25*
WSKF INC - ALL DEPARTMENTS			**$3,506.25**

WY. DEPT. OF TRANSPO

WY. DEPT. OF TRANSPO	Capital Projects Fund	Poplar st. bridge 17-085	$263.78
WY. DEPT. OF TRANSPO - Total For Capital Projects Fund			*$263.78*
WY. DEPT. OF TRANSPO - ALL DEPARTMENTS			**$263.78**

WYOMING SAFETY SUPPL

WYOMING SAFETY SUPPL	City Council	Hand Sanitizer Pump	$161.94
WYOMING SAFETY SUPPL - Total For City Council			*$161.94*
WYOMING SAFETY SUPPL	Weed & Pest Fund	Spray Head	$35.16
WYOMING SAFETY SUPPL - Total For Weed & Pest Fund			*$35.16*
WYOMING SAFETY SUPPL - ALL DEPARTMENTS			**$197.10**

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Refuse - Recycling	Recycling	$6,363.40
WYOMING STEEL & RECY - Total For Refuse - Recycling			*$6,363.40*
WYOMING STEEL & RECY - ALL DEPARTMENTS			**$6,363.40**

XEROX CORPORATION

XEROX CORPORATION	Engineering	May Copier	$35.42
XEROX CORPORATION - Total For Engineering			*$35.42*
XEROX CORPORATION - ALL DEPARTMENTS			**$35.42**

CITYWIDE BILLS AND CLAIMS TOTAL **$1,228,567.45**

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
06/02/20

Additional Accounts Payable

5/21/2020	Prewrits:Utility refunds - Insurance - Vehicles - Reimbursements		
	Cathy Lindbloom	$	600.00
	Civil Engineering Prof.	$	600.00
	John Gall	$	82.11
	Mark Kolker	$	210.91
	Greiner Motor Co	$	71,712.00
	State of WY	$	3,978.26
	State of Wy	$	897,140.64
	Sharon Holden	$	19.93
	Entrec	$	55.87
	Daisy McFeron	$	48.24
	Amanda Dresang	$	116.80
	Lisa Swift	$	75.00
	Scott Huskey	$	49.60
	Savanna Well Servicing	$	50.17
	Cassandra McAulay	$	51.31
	State of Wy - Dept of Workforce	$	67,161.21
		$	1,041,952.05
5/28/20	Prewrits: Utility refunds - insurance - adventure camp refunds		
	Casper Tire	$	260.00
	Michelle Xikes	$	895.00
	Joni Martinez	$	1,945.23
	James See	$	250.00
	City of Casper	$	6,631.89
	Garrett Crotty	$	295.20
	Lincoln Natl Life	$	32,429.29
	Amber Brooks	$	49.95
	Kelly Kohanes	$	36.20
	Cameron Hadlock	$	40.16
	Jason Garza	$	41.97
	Jorge Herrera	$	41.62
	Raymond Price	$	41.40
	Kelsey Steele	$	49.60
	Barbara Clark	$	42.19
	Amber Hoover	$	17.46
	Rodney McCurdy	$	53.59
	Jenna Holdaway	$	43.33
	Tubular Solutions	$	19.07
	David Mercado	$	10.64
	Robert Redwne	$	53.59
	Lacey McElroy	$	7.71
	Caliber Construction	$	42.26
		$	43,297.35
	Total Additional AP	**$**	**1,085,249.40**

May 20, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Evan Condelario, Budget & Accounting Supervisor

SUBJECT: Establishing June 16, 2020, as the Public Hearing for Adoption of Fiscal Year 2020 Budget Amendment No. 3

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action Type
Minute Action

Recommendation
That Council, by minute action, establish June 16, 2020, as the date of public hearing for consideration of the adoption of the Fiscal Year 2020 Budget Amendment No. 3.

Summary
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. It has been determined that further adjustments are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish June 16, 2020, as the public hearing date for the consideration of the adoption of the 3rd amendment to the Fiscal Year 2020 budget.

Financial Considerations
N/A

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments
None

May 20, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Evan Condelario, Budget & Accounting Supervisor

SUBJECT: Establishing June 16, 2020, as the Public Hearing for Adoption of Fiscal Year 2020-2021 Budget

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action type
Minute Action

Recommendation
That Council, by minute action, establish June 16, 2020, as the date of public hearing for consideration of the adoption of the Fiscal Year 2020-2021 Budget.

Summary
The City Council is respectfully requested to establish June 16, 2020, as the public hearing date, for the consideration of the adoption of the Fiscal Year 2020-2021 Budget as per State Statute. The City Council must, within twenty-four (24) hours of the conclusion of the public hearing, make the necessary appropriations and adopt the budget.

Financial Considerations
N/A

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments
None

May 28, 2020

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Liz Becher, Community Development Director LB
Keith McPheeters, Police Chief
Andrew Beamer, Public Services Director
Cynthia Langston, Solid Waste Manager

SUBJECT: Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to Litter Control

Meeting Type & Date:
Regular Council Meeting, June 2, 2020

Action Type:
Public Hearing – 3rd Reading on Ordinance

Summary:
On Tuesday, May 19, 2020 (the 2nd reading on the proposed ordinance), Council amended the language in the proposed ordinance to read:

B. The owner, agent or contractor shall have and maintain on the site, containers, **WITH COVERS**, and shall make appropriate arrangements for the collection thereof or shall transport the same by himself or his agent or employee to an authorized facility for final disposition. **ACCEPTABLE COVERS ARE ILLUSTRATED HERE.**

As previously discussed, all residential and commercial sanitation containers are already required to have covers according to Section 8.32.040, with the EXCEPTION of construction sites. Adding the same requirement to provide covered containers to Section 8.40.050 would be the most expedient way to close the loophole that currently allows construction containers to be uncovered. Code Enforcement has clear enforcement authorization over Chapter 8.40, per Section 8.40.110 (Enforcement – Authorized personnel). Enforcement techniques range from issuing a Notice of Violation, and allowing the offender five (5) days to bring the property into compliance, up to and including the issuance of an immediate citation, with assistance from a sworn Police Officer, that can carry a maximum fine of up to $750 per occurrence. Each situation is different, and requires officer discretion.

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
The Code Enforcment and Building Divisions will be responsible for enforcement.

Attachments: Ordinance *(as amended on May 19, 2020)*

ORDINANCE NO. 11-20 Amended

AN ORDINANCE AMENDING CHAPTER 8.40 OF THE CASPER MUNICIPAL CODE, PERTAINING TO LITTER CONTROL.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING;

SECTION 1:
That Section 8.40.050 of the Casper Municipal Code is hereby amended to add the language identified in bold/capital letters, to read as follows:

8.40.050 Construction and Demolition Projects

A. It is unlawful for the owner, agent or contractor in charge of any construction or demolition site to cause, maintain, permit or allow to be caused, maintained or permitted the accumulation, other than as restricted by subsection (B) of this section, of any litter on the site within thirty days prior to the commencement of construction or demolition, or during or within thirty days after completion of the construction or demolition.

B. The owner, agent or contractor shall have and maintain on the site, containers, **WITH COVERS**, and shall make appropriate arrangements for the collection thereof or shall transport the same by himself or his agent or employee to an authorized facility for final disposition. Acceptable covers are illustrated here.

SECTION 2:
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on 1st reading the 5th day of May, 2020.

PASSED on 2nd reading the 19th day of May, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 2nd day of June, 2020.

APPROVED AS TO FORM:

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

01691 622

May 27, 2020

MEMO TO: City Council

FROM: J. Carter Napier, City Manager
John Henley, City Attorney
Fleur Tremel, Assistant to the City Manager/City Clerk
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Approving Amendments to the Liquor License Code Sections 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08,130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530 and 5.08.535.

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action type
Third Reading

Recommendation
That Council, by ordinance, review and adopt, in third reading as appropriate, amendments to the Casper Municipal Code Sections within Chapter 5.08 addressing liquor licenses and open container permits.

Summary
Various amendments have been discussed by Council but none have been adopted on first or second reading of the proposed Ordinance.

The *Open Container* provision was the most discussed; the proposed amendment resulting from Chief McPheeters' presentation at the May 12, 2020 work session which also reflects Council's recommendation at the May 26, 2020 work session to change operational hours to 6:00 p.m. to 11:00 p.m. is attached.

The definition of *"Operational"* (proposed amendments 1-3 operational) are attached. The major concern raised by the liquor dealers was the definition of "Operational." The license owners were concerned about the inability to modify their business plans, anything from shutting down for two slow months e.g. January and February, to modification of a business plan, perhaps from a restaurant-bar concept to just a four night a week "club" concept. attached are three options to modify the Ordinance's current language; No. 1 maintaining the existing code language e.g. no change; No. 2 broad language references the "sale over the course of the license term to the general public...", and No. 3 the current ordinance language, but with the addition of a permitted opt out, with a public hearing and decision by council to permit or not, the request for an exception by resolution after the public hearing.

Two proposed amendments to the *Special Malt Beverages* section are attached. The proposed amendment to Section 5.08.130D sets the license fee for Special Malt Beverage Permits at One Thousand Dollars ($1,000.00). The proposed amendment to Section 5.08.130 B.2. expands potential venues applicants applying for the Special Malt Beverage Permit can hold their events at to add buildings owned by the State, DDA and qualified non-profit organizations. The amendment reduces venue seating capacity from five thousand persons to four hundred persons.

Finally, a proposed amendment to Section 5.08.105 B.2 regarding *Manufacture's off premises permits* is attached. The proposed amendment incorporates Council's direction at the May 26, 2020 work session setting an additional permit fee for Manufacture's off-premises permits to Twenty-five Dollars ($25.00) per 24-hour period.

Financial Considerations

Small loss of revenue with relaxed open container permits. We will only require one person to apply for a liquor permit and open container. Usually, as many as 4-6 would apply. Liquor permits are $50 per permit. The City would receive additional revenue if renewal applications are late. Currently, there is not a charge if the application is late. The City would receive additional revenue for any new Special Malt Beverage permits issued, but would lose the fees that would be received from all the regular malt beverage that would have been pulled.

Oversight/Project Responsibility

John Henley, City Attorney (Ordinance Amendments)
Carla Mills-Laatsch, Licensing Specialist

Attachments

Proposed Ordinance to amend and adopt modifications to Code Sections 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08,130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530 and 5.08.535 as amended. (Includes Appendix to Chapter 5.08 Map)
Proposed Amendment to "Open Container" consistent with direction of 5-12-2020 work session
Proposed Amendments 1-3 "Operational."
Proposed Amendments to "Special Malt Beverage Permit"
Proposed Amendment to "Manufacturing and Rectifying" regarding twenty-five dollar permit fee

Proposed Amendment(s) (**council meeting** (6/2/20) amendment(s)) to "open container."

I move to amend 5.08.480:

Current sub-paragraph A. 4. shall be amended as follows:

4. a. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the City unless a license or permit authorizing the same has been issued by the City Manager or his or her designee or pursuant to a City Council designated exception to the open container prohibitions as referenced in paragraph B. of this section. Nothing in this Chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;

b. The phrase "certain structures," in this section means any office, or structure excluding those duly licensed to sell or dispense alcoholic liquor or malt beverages.

c. The phrase "open container" in this Chapter means any glass, cup, bottle, can or other receptacle or vessel used for drinking, other than the beverage's original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed.

d. The phrase "open space" in this section means any street, alley, public way, sidewalk, public or private parking lot set aside for business use, and any other unenclosed public property. However, any golf course within the City limits shall not be considered open space.

Current paragraph "B. Definitions", shall be deleted.

A new paragraph B. shall be created:

B. City Council designated exceptions to the open container prohibition.

1. The City Council has designated the following exceptions to the open container prohibition in this section and mandated certain operational requirements:

a. A special downtown area is designated (see subparagraph b.), in which the possession of open containers may be permitted between the Friday preceding Memorial Day and Labor Day of each calendar year; the days specified for this exception are:

i. Each Friday and Saturday between the hours of 6:00 p.m. and 11:00 p.m.;

ii. Each Friday, Saturday, Sunday and Monday, between the hours of 6:00 p.m. and 11:00 p.m., on those weekends and Sundays prior to Memorial Day, Labor Day and when the 4th of July falls on a Monday/or the 4th of July falls on a Saturday or Sunday, but which the following Monday, is a legal holiday pursuant to Wyoming Statute.

iii. For designated recurring special event days, the City Manager or his or her designee shall set the hours for these events. City Council may, by resolution, create one other recurring special event weekday per week, hours 6:00 p.m. to 11:00 p.m., and create singular special event days the terms of which shall be specified within the resolution.

b. The special downtown area designated for City Council designated exceptions to the open container prohibition is shown in the "Appendix to Chapter 5.08" of the Casper Municipal Code, however the boundaries of the special area may be modified by resolution adopted by the City Council.

c. Retail liquor licensees, microbrewery licensees (for purposes of distributing its own malt beverages), winery licensees', satellite tasting rooms (for the purpose of distributing their own product) and manufacturers/distillers of alcoholic beverages (for the purpose of distributing their own product) and which licenses are located in the special designated downtown area, are exempt from the purchase of an additional permit or license in order to participate in the open container events stated herein. Restaurant and Bar and Grill liquor licensees, may participate in the open container exception events within the special designated downtown area, designated in this section, but must obtain a malt beverage permit or a catering permit and be in compliance with those permits' requirements and limitations.

d. Operational Requirements for Open Container Events

Adherence to the following requirements are required for participation by alcohol vendors and consumers when open containers are permitted as designated in this section:

i. Wristbands and Handstamps:

(a) Wristbands (non-transferable) and/or handstamps as may be determined by the City Manager or his/her designee; shall be awarded only to a person 21 years of age or more and must be worn and visible to purchase, possess, or consume liquor within the special designated downtown area. It is anticipated that there will be distinctions between wristbands and/or handstamps according to the day of the week. The licensee must purchase the wristbands or handstamps as may be required for the days of the week that the licensee wishes to participate.

(b) Containers:

(a) The only containers for alcoholic beverages in the special downtown area's public spaces, for those days specified in this section, are clear plastic cups.

(b) The cups shall have an identifying mark, name or logo, as required by the City Manager or his/her designee.

(c) Beer and malt beverages (including malt beverage alternatives) shall be served in 12 oz. cups; Servings of wine, no more than a 5 oz. serving, and mixed drinks, whose mixed contents may contain no more than 1.5 oz. of distilled spirit(s), shall be served in an 8 oz. cup.

(d) No outside alcoholic beverage, wine or malt liquor may be brought into or consumed within the open container area; a violation of this provision is a violation of the City of Casper Open Container Prohibition and potentially other state or local statutes or codes.

(e) Nothing in this section shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles.

(f) Additional requirements and restrictions on beverage distribution, tracking, and event control may also be established by resolution of the City Council.

Proposed Amendment **No. 1** to "Operational." (current code language)

I move to modify paragraph 17. "Operational" under 5.08.010 – Definitions in the proposed Ordinance.

17. "Operational", means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year.

I move to delete paragraph 27. "Weekly basis" under 5.08.010 – Definitions in the proposed Ordinance.

~~**27. Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued community public health orders restrict community wide business operations.**~~

Proposed Amendment **No. 2** "Operational." – Broad language "Sale over the course of the license term"

I move to modify paragraph 17. "Operational" under 5.08.010 – Definitions in the proposed Ordinance.

> **17. "Operational", for nongovernmental owned properties, means offering for sale over the course of the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee's business operations.**

I move to delete paragraph 27. "Weekly basis" under 5.08.010 – Definitions in the proposed Ordinance.

> ~~**27. "Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued community public health orders restrict community wide business operations.**~~

Proposed Amendment **No. 3** to "Operational." (The current proposed language but with the addition of a permitted exemption issued by council resolution, after a possible hearing.)

I move to modify paragraph 17. "Operational" under 5.08.010 – Definitions in the proposed Ordinance.

17. **"Operational", for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve (12) months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee's business operations. An exception to the "Operational" and/or "weekly basis" requirements herein may be granted by the governing body. The application for an exception shall be submitted to the City Clerk along with a fee of eighty-five dollars; the request for certain exceptions shall be heard at the earliest convenience of council giving the clerk time to arrange for publishing of the request, which shall be conducted as a public hearing, but decision and approval and disapproval shall be by resolution of the governing body.**

Option for Amendment(s) (Council Meeting 6/2/2020, Amendment to "Special Malt Beverage Permit" **regarding non-profit organizations**

5.08.130 Special Malt Beverage Permit.

Current subsection B.2. shall be amended as follows:

B. 2. The public auditorium, civic center or events center shall be owned by the city, county, state or the DDA or by a 501(C)(3) non-profit organization domiciled in the City of Casper and shall have an attendance capacity of no less than four hundred persons and is used for public gatherings.

Option for Amendment(s) (Council Meeting 6/2/2020, Amendment to "Special Malt Beverage Permit" **license fee $1,000**

5.08.130 Special Malt Beverage Permit.

Current subsection D. shall be amended as follows:

D. The permits authorized by this section shall be issued after a hearing on the application, and the license fee shall be one thousand dollars, payable annually in advance.

Proposed Amendment(s) (**council meeting** (6/2/20) amendment(s)) to "Manufacturing and rectifying."

I move to amend 5.08.105

sub-paragraph B. 2. shall be amended as follows:

B.

2. A manufacturer's off-premises permit authorizes the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners and other similar gatherings to promote their product. No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. An off-premises permit shall be issued for one twenty-four hour period, subject to the schedule of operating hours set in this chapter. No holder of a manufacturer's license shall receive more than twelve off-premises permits in any one calendar year. An off-premises permit may be issued on application to the appropriate licensing authority. The local licensing authority may require payment of an additional permit fee of twenty-five dollars per twenty-four hour period.

ORDINANCE NO. 9-20

AN ORDINANCE UPDATING AND AMENDING SECTIONS 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530, and 5.08.535 OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding alcohol beverages requires updating from time to time; and,

WHEREAS, authority is granted to cities and towns by W.S. 15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare, and safety of the city and to license and regulate business activities within the City for the health, safety, and welfare of its citizens; and,

WHEREAS, the governing bodies of cities and towns may perform all acts in relation to the property and concerns of the city or town necessary to the exercise of its corporate powers; and,

WHEREAS, the City Council of Casper, has recently authorized the renewal of numerous liquor licenses, notwithstanding that some of the licenses are in essence parked or not being used as intended; and,

WHEREAS, incorporated cities, towns and counties within Wyoming are the entities which are charged with licensing, regulating and prohibiting the retail sale of alcoholic and malt beverages within their jurisdictions (Wyo. Stat. §12-4-101(a)); and,

WHEREAS, pursuant to state law, liquor licenses are to be operational within one (1) year after license issuance or transfer and remain operational thereafter (Wyo. Stat. §12-4-103 (a)(iv)); and,

WHEREAS, "remains operational" means operational consecutively, in any license term year, for twelve (12) months unless the license was issued for a seasonal operation (Wyo. Stat. §12-4-103(a)(iv); and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections of Chapter 5.08 of the Casper Municipal Code are hereby updated and amended as follows:

5.08.010 - Definitions.

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains at least one-half of one percent of alcohol by volume. As used in this paragraph, "beverage" does

not include liquid filled candies containing less than six and one quarter percent of alcohol by volume.

2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.
4. "Brewery" means a commercial enterprise at a single location producing more than fifty thousand barrels per year of malt beverage.
5. "Building" means a roofed and walled structure built or set in place for permanent use.
6. "Club" means any of the following organizations:
   a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
   b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
   c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
   d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
   e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to this chapter, shall be in good standing by having paid at least one full year in dues;
   f. Club does not mean college fraternities or labor unions.

7. "Conviction" shall mean a finding of guilty, the entry of a guilty or no contest plea, or the entry of a guilty or no contest plea as part of a deferred sentence in any court.

8. "Division" means the Wyoming Liquor Division.

9. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.

10. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.

11. "Licensee" means a person holding a:

    a. Retail liquor license;

    b. Limited retail liquor license;

    c. Resort liquor license;

    d. Malt beverage permit;

    e. Restaurant liquor license;

    f. Catering permit;

    g. Special malt beverage permit; or

    h. Bar and grill liquor license;

    i. Manufacturer's license-granted by the Wyoming Liquor Division and a City issued satellite manufacturer's permit.

    j. Microbrewery and/or winery permits.

12. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.

13. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.

14. "Malt beverage permit" means the authorization under which the licensee is permitted to sell malt beverages only.

15. "Manufacture" or "manufactures" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;

16. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(xix).

17. "Operational", for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve (12) months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein

excluding periods of time where government issued community public health orders restrict the licensee's business operations.

18. "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.

19. "Person" includes an individual person, partnership, corporation, limited liability company or association.

20. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.

21. "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.

22. "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.

23. "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.

24. "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.

25. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

26. "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.

27. "Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued public health orders restrict community wide business operations.

28. "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.

29. "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

(Ord. 33-06 §§ 1, 2, 2006; Ord. 24-96 § 1, 1996; Ord. 22-93 § 1, 1993; Ord. 8-88 § 1, 1988; Ord. 25-86 (part), 1986: prior code § 3-1)

(Ord. No. 34-15, § 1, 12-15-2015; Ord. No. 2-19, 3-5-2019)

5.08.050 – License application – Contents and fees.

Any person desiring a license or permit, including a satellite manufacturer's permit, under the provisions of this chapter, if alcoholic beverage sales thereunder are to take place within the city, shall apply to the city council for the same upon a form of application prepared by the attorney general of the state and furnished to the city. It shall be sworn to by the applicant, filed timely in the office of the city clerk and be accompanied by the sum of fifteen dollars in the event that it is submitted as an application for annual renewal to become effective on the annual renewal date of April 1st, and in the sum of eighty dollars for an application submitted at any other time or for any other purpose. The set amount is intended to defray the expense including publishing notice of such application as required by law. Such application shall contain the following the information:

A. The location and description of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of application. If the building is not in existence, the location and an architect's drawing or suitable plan of the licensed building and premises to be licensed;

B. The age and residence of the applicant, and of each applicant or partner if the application is made by more than one individual or by a partnership;

C. A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law and any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic or malt beverages within ten years prior to the filing of the application;

D. If the applicant is a corporation:

1. The name, age and residence of each officer, director and stockholder holding, either jointly or severally, ten percent or more of the outstanding and issued capital stock of the corporation, and

2. Whether any officer, director or stockholder with ten percent or more ownership has been convicted of a violation of law as provided in subsection C of this section;

E. A statement indicating the financial condition and financial stability of a new applicant;

F. The site and the zoning of the site where the applicant will sell under the license;

G. If the applicant is a limited liability company:

1. The name, age and residence of each officer, manager and member holding, either jointly or severally, ten percent or more of the outstanding ownership of the limited liability company, and

2. If any officer, manager or member with ten percent or more ownership has been convicted of a violation of law as provided under subsection C of this section;

H. No person or partner shall have any interest, directly or indirectly, in a license or permit unless he signs and verifies the application for the license or permit. No corporation shall be granted a license or permit unless two or more of the officers or directors sign and verify the application on behalf of the corporation and also verify upon their oath as individuals that the statements and provisions contained therein are true, except that if all the stock of the corporation is owned by one individual then that individual may sign and verify the application and verify upon his oath that the statements and provisions contained therein are true. No limited liability company shall be granted a license or permit unless at least one of the officers, managers, or if there are no officers or managers, at least one of the members who is duly authorized to act on behalf of the limited liability company signs and verifies the application on behalf of the company and also verifies upon his oath that the statements and provisions contained therein are true.

(Ord. No. 9-17, § 2, 6-20-2017; Ord. 40-07 § 1, 2007; Ord. 24-96 § 4, 1996; Ord. 26-89, 1989; Ord. 2-87 § 1, 1987: Ord. 25-86 (part), 1986: prior code § 3-10)

(Ord. No. 2-19, 3-5-2019)

5.08.080 - License application—Notice, hearing and appeals procedure.

A. When an application for a license, special malt beverage permit, satellite manufacturer's permit, or renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for two consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage

permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A _____

Notice is hereby given that on the _____ day of _____ , **20** _____ , (name of applicant) filed an application for a _____ license (permit), in the office of the Clerk of the City of Casper for the following building (insert address) and protests, if any there be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of _____ _____ .m. on the _____ day of _____ , **20** _____ , in the (meeting place of the governing body).

_____

Dated _____

Signed
City Clerk

B. Any license or other permit authorized under this chapter shall not be issued, renewed, expanded or transferred until on or after the date set in the notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty days preceding the expiration date of the license or special malt beverage permit. A license or special malt beverage permit shall not be issued, renewed, expanded or transferred if the city council finds from evidence presented at the hearing:

1. The welfare of the people residing in the vicinity of the proposed license or permit premises is adversely and seriously affected;

2. The purpose of this chapter shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit;

3. The number, type and location of existing licenses or special malt beverage permits meet the needs of the vicinity under consideration;

4. The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the license or special malt beverage permit; or

5. Any other reasonable restrictions or standards which may be imposed by the city council shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit.

C. When any application is filed with the city council, the city clerk shall immediately forward a copy of the application to the division. The city council shall not approve or deny an application until the division has certified the application is complete pursuant to this subsection. All applications shall be deemed to be certified unless objection is made by the division within ten working days after receipt of the application. Upon approval or denial of an application, the city council shall promptly notify the division.

D. An applicant for a renewal license or special malt beverage permit may appeal to the district court from an adverse decision by the city council. No applicant for a new license or permit shall have a right of appeal from the decision of the city council denying an application.

E. Upon an appeal, the person applying for a license and claiming renewal preference shall be named as plaintiff, with the city council named as defendant. During the pendency of an appeal, a renewal license denied by the city council shall not be granted to any other applicant. Upon notice of appeal the city clerk shall transmit to the clerk of the district court a certified copy of the application, of each protest, if any, and of the minutes recording the decision appealed from. The appeal shall be heard as a trial de novo with evidence taken and other proceedings had as in the trial of civil actions. The court may accept and consider as part of the record certified documents forwarded to the court by the city clerk. The case shall be heard promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other procedures are provided for or required.

F. The date the renewal application is due to the city clerk's office for renewal is the second Monday in December of each calendar year. Renewal applications received after this date will be assessed a late fee or the license will be deemed as abandoned: a late fee of two hundred and fifty dollars shall be assessed for applications received one to five days late; a late fee of five hundred dollars shall be assessed for applications received six to ten days late; greater than ten days the license shall be deemed as abandoned and the clerk shall not accept a renewal application eleven (11) days after the renewal application. Late fees must be paid before the city clerk will accept a renewal application.

(Ord. No. 9-17, § 3, 6-20-2017; Ord. 24-96 §§ 6, 1996; Ord. 25-86 (part), 1986: prior code § 3-15)

(Ord. No. 2-19, 3-5-2019)

5.08.100 Microbrewery and winery permits; authorized; conditions; dual permits and licenses; satellite winery permits; direct shipment of wine; fees.

A. Subject to restrictions imposed under Casper City Code Section 5.08.150 excluding Section 5.08.150(A)(4), the City may issue:

1. A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption;

2. A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.

B. A Casper microbrewery permit or a winery permit:

1. Allows the sale of other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;

2. May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;

3. Is approved for the dual holding of a microbrewery permit or winery permit and one (1) of the following:

a. A retail liquor license as provided in W.S. 12-4-101 through 12-4-201;

b. Subject to subsection C of this section, a restaurant license as authorized in this chapter.

c. A resort license as provided in this chapter;

d. A microbrewery permit as provided under paragraph (A)(1) of this section;

e. A winery permit as provided under paragraph (A)(2) of this section; or

f. Subject to subsection E of this section, a bar and grill liquor license as provided in this chapter.

4. Allows the microbrewery to sell on site its brewed product for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand ounces per sale;

5. Allows the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight ounces per sale;

6. The number of microbreweries or the number of wineries are limited to no more than those allowed in W.S. 12-4-201(d) for each permit;

7. May allow the transfer of a microbrewery or winery permit to another location and ownership of the microbrewery or winery may be transferred upon approval by the local licensing authority; and

8. Shall be assessed a fee of subject to the renewal each year payable annually in advance for each microbrewery or winery permit. When dual ownership of a microbrewery or winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant or resort license fee.

C. W.S. 12-4-410 shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subparagraph (B)(3)(b) of this section, except the dual holder:

1. Reserved

2. May sell the brewed malt beverage or manufactured wine for limited off-premises personal consumption pursuant to paragraphs (B)(4) and (5) of this section;

3. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and

4. Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under W.S. 12-4-408(c).

D. In addition to subsection B of this section, a winery permit under this section will include the availability to apply for an issued satellite winery permit which may allow the permittee to sell wine manufactured at the site identified on the manufacturer's license at up to three satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application to the appropriate licensing authority. The application will require a public hearing and the payment of an additional permit fee of one hundred dollars ($100.00) regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours established by this chapter and the licensed building provisions of W.S. 12-5-201.

E. The provisions of W.S. 12-4-413 shall apply to any person holding a microbrewery or winery permit and a bar and grill liquor license pursuant to subparagraph (B)(3)(f) of this section, except the dual holder:

1. May sell the brewed malt beverage or manufactured wine for limited off-premise personal consumption pursuant to paragraphs (B)(4) and (5) of this section;

2. May upon cessation of full service restaurant operations serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and

3. Shall not include sales of malt beverages or wines authorized under the malt beverage or winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

F. Notwithstanding paragraph (B)(5) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship no more than a total of eighteen (18) liters of its manufactured wine directly to any one household in this state in any twelve (12) month period.

G. Notwithstanding paragraph (B)(5) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.

H. Any winery permit holder pursuant to this section shall:

1. Reserved.

2. Reserved.

3. Ship its manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;

4. Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULTS (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";

5. Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;

6. Reserved.

7. Maintain records for at least three years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.

I. In addition to the one additional license or permit authorized under paragraph (B)(3) of this section, the holder of a microbrewery or winery permit under this section may also hold a malt beverage permit under Casper City Code Section 5.08.140(C).

(Ord. No. 9-17, § 1, 6-20-2017; Ord. No. 11-14, § 1, 6-3-2014; Ord. 33-06 § 3, 2006; Ord. 24-96 § 2, 1996: Ord. 22-93 § 3, 1993)

(Ord. No. 2-19, 3-5-2019)

5.08.105 – Manufacturing and rectifying.

A. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half ounces of their product manufactured at the site identified on the manufacturer's license and no more than three ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions provided in W.S. 12-5-201.

B.

1. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection A of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority shall require a public hearing and the payment of an additional permit fee of one hundred dollars. The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours established in this chapter and the licensed building provisions pursuant to W.S. 12-5-201.

2. A manufacturer's off-premises permit authorizes the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners and other similar gatherings to promote their product. No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. An off-premises permit shall be issued for one twenty-four hour period, subject to the schedule of operating hours set in this chapter. No holder of a manufacturer's license shall receive more than twelve off-premises permits in any one calendar year. An off-premises permit may be issued on application to the appropriate licensing authority. The local licensing

authority may require payment of an additional permit fee of not less than _____nor more than _____ per twenty-four hour period.

C. For purposes of this section:

1. "Distiller" includes any person who:

a. Produces distilled spirits from any source or substance;

b. Brews or makes mash, wort or wash fit for distillation or for the production of distilled spirits, other than the making or using of mash, wort or wash in the authorized production of wine or beer, or the production of vinegar by fermentation;

c. By any process separates alcoholic spirits from any fermented substance; or

d. Making or keeping mash, wort or wash, has a still in operation at the site identified on the manufacturer's license.

2. "In operation" for this section means is currently being operated or has been operated in the preceding twelve (12) months with all necessary permits;

3. "Manufacture" or "manufactured" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent (.5%) alcohol by volume;

4. "Rectifier" includes any person who colors, flavors or otherwise processes distilled spirits by distillation, blending, percolating or other processes.

(Ord. No. 2-19, 3-5-2019)

5.08.130 - Special malt beverage permit.

A. Public auditoriums, civic centers and events centers meeting the qualifications of subsection B of this section may be licensed by the city council under a special malt beverage permit.

B. To qualify for a special malt beverage permit an applicant must meet the following requirements:

1. The applicant must be a responsible person or organization;

2. The public auditorium, civic center or events center shall be owned by the city, county, the state, or the DDA which has an attendance capacity for no less than four hundred persons and is used for public gatherings;

3. The person or organization applying for the permit, if not the owner of the public auditorium, civic center, or events center, must hold a written agreement with the owner of the public auditorium, civic center or events center, giving said applicant the right to sell concessions within the building

or location for a period of no less than the license year (April 1st to March 31st for which the application is made.)

C. No person or organization holding a special malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises or location described on the permit, nor shall any malt beverage be sold for consumption off the premises or outside the location authorized by the permit. It shall be an obligation and a responsibility of the holder of the permit to see that no sales are made to any person under the age of twenty-one years and there be no violations of this chapter.

D. The permits authorized by this section shall be issued after a hearing on the application, and the license fee shall be payable annually in advance.

E. The permit shall be subject to such rules and regulations as may be established by the city council.

(Ord. No. 9-17, § 4, 6-20-2017; Ord. 8-88 § 3, 1988; Ord. 25-86 (part), 1986: prior code § 3-22)

(Ord. No. 2-19, 3-5-2019)

5.08.140 - Malt beverage and catering permits for public events.

A.1. A malt beverage permit, authorizing the sale of malt beverages only, may be issued by the city manager or his or her designee to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages at the location described on the permit, nor shall any malt beverage be sold or consumed outside the location authorized by the permit. Privately owned or leased locations shall be subject to the restrictions set forth in subsections G and H.

2. Any person selling or dispensing a malt beverage pursuant to this subsection shall have competed successfully an alcohol server training program as approved by W.S. Section 12-2-402.

The person and the organization which requested and were issued the malt beverage permit are jointly and severally liable for any fine imposed by the court for a violation of Chapter 5.08 of the Casper Municipal Code.

B. A catering permit authorizing the sale of alcoholic liquor and malt beverages may be issued by the city manager or his or her designee to any person holding a retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners, or at other similar gatherings not held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic liquor or malt beverage outside the location described in the permit, except as to a special area or district as authorized by resolution adopted by the City Council pursuant to Casper Code Section 5.08.480 4.

C. The permits authorized by this section shall be issued for one twenty-four-hour period, subject to the schedule of operating hours provided by this chapter. No person or organization shall receive more than a total of twelve malt beverage and thirty-six catering

permits for sales at the same location in any one year. The holder of a Casper microbrewery permit issued under this Chapter may hold a malt beverage permit for the purpose of selling the permittee's own brewed malt beverages.

D. The malt beverage permit and the catering permit shall be issued on application to the city manager or his or her designee without public notice or hearing. An application for a malt beverage permit or catering permit under this section shall be accompanied by a designation of the event for which the application is sought specifying the type of event and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction to which application is made shall secure the written approval of the licensing authority of that jurisdiction in which the licensed premises are located prior to filing an application for a permit.

E. The fee for the malt beverage permit and the catering permit shall be fifty dollars per twenty-four-hour period, payable to the city.

F. Applications shall be submitted on a form approved by the city manager or his or her designee.

G. Applications for malt beverage permits may be denied due to any of the following conditions:

1. Conviction of the following individuals and entities for one or more of the following offenses related to a similar event or location within the preceding five years prior to the date of the application as follows:

   a. Applicant or applicant's entity principals, employees, agents, or representatives while travelling to or from the event or at the event:

      i. Driving while under the influence,

      ii. Public intoxication,

      iii. Disturbing the peace/noise offense,

      iv. Serving after hours at location,

      v. Controlled substances offenses,

      vi. Serving to a minor,

      vii. Selling alcohol without a license,

      viii. Violation of any provision of Chapter 5.08 of the Casper Municipal Code.

2. Convictions of any patron, guest, attendee, employee, owner, applicant, or principal resulting from four or more of any of the following offenses occurring at, or stemming from, an event location for which a permit is being applied for, within three hundred sixty-five days prior to the date of the application as follows:

   a. Minor in possession,

   b. Disturbing the peace/noise offense,

   c. Selling alcohol without a license,

d. Furnishing alcohol to minor,

e. Driving while under the influence,

f. Controlled substances offense.

3. Applicant's business entity is not in good standing with the State of Wyoming Secretary of State.

4. Applicant lack of valid Wyoming sales tax permit.

5. Applicant nonresident of Wyoming.

6. Applicant not obtaining other required permits, including, but not limited to, open container, street closure, and food service permits.

Any denial by the city manager or his designee may be appealed to the city council by the applicant filing a written notice of appeal with the city manager within ten days of the denial. The appeal will be considered within thirty days of the written notice of appeal being filed. Council's decision is final.

Upon denial, or final denial of any malt beverage permit for any of the reasons listed in this section, applicant may apply for future malt beverage permits after the expiration of three hundred sixty-five days from the date of any such denial.

The provisions of this section shall become applicable for any license applied for or any conviction of the listed offenses occurring after the effective date of this ordinance.

H. Any permit issued under this section may be revoked at any time on the discretion of the city manager, or his or her designee, or the chief of police, or his or her designee, if the event poses a risk to public safety or welfare. Upon revocation, all sales and consumption of alcohol shall cease.

(Ord. 11-05 § 1, 2005; Ord. 30-04 §§ 1 (part), 2, 2004; Ord. 33-02 § 1, 2002; Ord. 17-02 § 1, 2002; Ord. 2-91, 1991; Ord. 69-87 § 1, 1987; Ord. 25-86 (part), 1986: prior code § 3-28)

(Ord. No. 33-11, §§ 1—3, 12-20-2011; Ord. No. 2-19, 3-5-2019)

5.08.150 - License holder restrictions.

A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:

1. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;

2. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one year after license issuance

or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;

3. Any licensee who does not annually purchase at least two hundred fifty dollars of alcoholic liquors or malt beverages from the commission or any authorized malt beverage wholesaler, except any licensee having a planned building not in existence or operational pursuant to subdivision 2 of this subsection;

4. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture from the sale of alcoholic beverages manufactured by the Casper licensed manufacturer or the sale of malt beverages under a microbrewery license issued pursuant to this Chapter or an off-premises permit pursuant to Section 5.08.105 B1 and B2. and except as provided in Section 5.08.100 I.

5. A person under twenty-one years of age;

6. A college fraternity or organization created by one or more college fraternities;

7. A chamber of commerce;

8. A corporation or a limited liability company which has not qualified to do business in Wyoming;

9. An individual who in not a resident; or

10. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.

11. Except as provided in subsection 12 of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one year term of the license or permit, purchase at least two hundred fifty dollars of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one year term of the license, purchase at least two thousand dollars of alcoholic beverages from the commission, excluding malt beverage purchases;

12. Subsection 11 of this section shall not apply to:

    a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection 4 of this section;

    b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.

B. No more than one license or permit shall be issued to any one person, except for malt beverage or catering permits, or in conjunction with a microbrewery license as provided in this Chapter.

(Ord. No. 9-17, § 5, 6-20-2017; Ord. 24-96 § 7, 1996; Ord. 22-93 § 6, 1993; Ord. 8-88 § 2, 1988; Ord. 25-86 (part), 1986: prior code § 3-12) (Ord. No. 2-19, 3-5-2019)

5.08.280 - Repealed

(Ord. 25-86 (part), 1986: prior code § 3-20) (Ord. No. 2-19, 3-5-2019)

5.08.340 - Bar and grill liquor license issuance, council authority, criteria and restrictions.

A. Subject to availability, restaurants, as defined by subsection 19 of Section 5.08.010 of this chapter, may be licensed by the city council under a bar and grill liquor license. In addition to the application requirements required by this chapter, the license applicant shall submit a valid food service permit issued by the state of Wyoming upon application. Criteria that may be considered by the city council in determining to whom any such license may be issued may include, but is not limited to the following:

1. The location of the proposed business is in an area:

    a. In need of redevelopment;

    b. Officially designated as an urban renewal area; or

    c. That has been identified as being under served by food and beverage services.

2. The issuance of the license will contribute to economic development goals or purposes of the city.

3. Whether the applicant will be investing in the construction of a new structure or will otherwise be materially and substantially updating a current building.

4. If the applicant's business is a new business, the number of new jobs reasonably estimated to be created, or if an existing business, the number of new or additional jobs that will reasonably be created by use of the bar and grill liquor license.

B. Bar and grill licenses shall be subject to the provisions of Sections 5.08.310 and 5.08.330 (D) of this chapter to the same extent that those provisions are applicable to restaurant liquor licenses. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee except as allowed under Section 5.08.330 (F) of this chapter.

C. A "Bar and Grill" licensee must have a physical bar with at least eight (8) adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; the bar must have at least one (1) dedicated service representative (bartender), and a choice of at least six major distilled spirits (e.g. vodka, bourbon, tequila, etc.) available for retail sale.

D. Every person holding a bar and grill liquor license authorized by the provisions of this chapter shall pay annually, in advance, a license fee for such license the sum of ten thousand five hundred dollars for the first license year; and, three thousand dollars for each year thereafter that such license is granted, in addition to any other fees due from such person otherwise holding a microbrewery or winery permit. The license fee shall be paid to the clerk of the city before the license is issued.

E. Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder.

5.08.480 - Open container restrictions.

A. It is unlawful:

1. For any person to sell or dispense alcoholic liquor or malt beverages in open containers from the licensed facilities used to serve customers for off-premises consumption, commonly referred to as a "drive-up window";
2. To operate a motor vehicle in which alcoholic liquor or malt beverages are present in an open container, unless the opened container is in the trunk, an outside compartment, or an inside compartment of a vehicle without a trunk; provided, the inside compartment is not accessible to the driver or any other person in such vehicle, i.e., the cargo area behind the rear most seat in a passenger van or station wagon when no passenger occupies the rear most seat;
3. To possess or consume alcoholic liquor or malt beverages from an open container in a motor vehicle;
4. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the city unless a license or permit authorizing same has been issued by the city manager or his or her designee. The City Council too, may by resolution create special areas or districts, in which the possession of open containers is permitted between the Friday preceding Memorial Day and Labor Day of each calendar year; however, the periods of time as well as the boundaries of special areas or districts may be established and/or modified by resolution adopted by the City Council. Additional restrictions on beverage distribution, tracking, and event control may also be established by resolution of the City Council. Nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;
5. For any person or lessee of an unlicensed restaurant to permit any person to possess or consume alcoholic liquor or malt beverages from an open container within the restaurant.
6. Notwithstanding this section, a resealed bottle of wine may be transported as provided in the Restaurant License section.

B. Definitions.

1. "Certain structures" means any offices, or structure excluding those duly licensed to sell or dispense alcoholic liquor or malt beverages.
2. "Open container" means any glass, cup, bottle, can or other receptacle or vessel used for drinking, other than the beverage's original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed.
3. "Open space" means any street, alley, public way, sidewalk, public or private parking lot set aside for business use, and any other unenclosed public property. However, any golf course within the city limits shall not be considered open space.

(Ord. 11-05 § 4, 2005; Ord. 30-04 § 1 (part), 2004; Ord. 25-99 § 1, 1999; Ord. 25-86 (part), 1986: prior code § 3-8)

(Ord. 25-86 (part), 1986: prior code § 3-5) (Ord. No. 2-19, 3-5-2019)

5.08.530 – Violation/Enforcement.

Violations of this chapter may be enforced in the Municipal Court of the City of Casper as misdemeanor offenses punishable by up to a Seven Hundred Fifty Dollar fine for each offense unless otherwise specified in the section from which a violation is alleged and in the manner authorized and described in Wyoming State Statutes 12-1-101 et. seq. as they may be amended from time to time. Appeals of any of these actions may be taken as allowed and in the manner specified by applicable state statutes. Any law enforcement agency issuing a citation or other charging document for a violation of this chapter shall notify the City Clerk of said charge within five business days of its issuance.
(Ord. No. 2-19, 3-5-2019)

5.08.535 - Licensure Considerations and Administrative Fees

Violations of the Casper Municipal Code and/or Wyoming State Statutes may also be factors in the consideration of suspensions, revocations, nonrenewals or conditional renewals of licenses and permits.

In recognition of the fact that license holders who repeatedly violate the provisions of this Code create an undue burden of the City in administering liquor licenses, in addition to any other penalties or remedies, licensees shall be subject to administrative fees of One Thousand Dollars ($1000.00) for the third violation of this Chapter within any consecutive twenty-four month period, and Five Thousand Dollars ($5000.00) for a **fourth** or subsequent violation within a consecutive twenty-four month period Any violation relating to the license holder or licensed premises shall apply to this subsection, regardless of whether separate individual employees or agents of the licensee committed the individual violations. The violations need not be of the same section or subsection of this chapter to be counted in this total.

A notice to pay said fee shall be issued by the City Clerk to the licensee upon notification by the court of licensee's convictions for the relevant offenses. The time frame for accumulation of the violations shall be the date of violations, not the dates of conviction. If such fee is not paid, or an appeal hearing before Council requested in writing to the City Clerk and

accompanied by a bond in the amount of the fee at issue within ten (10) days of the notice being given by the Clerk, the license shall be suspended until such time as the fee is paid to the City Clerk. If an appeal hearing is requested, it shall be in Council's sole discretion, after hearing all the relevant facts in the matter, whether to suspend part or all of the fee. The hearing shall not be a contested case hearing, and the Wyoming Administrative Procedure Act shall not apply to such hearing. (Ord. No. 2-19, 3-5-2019)

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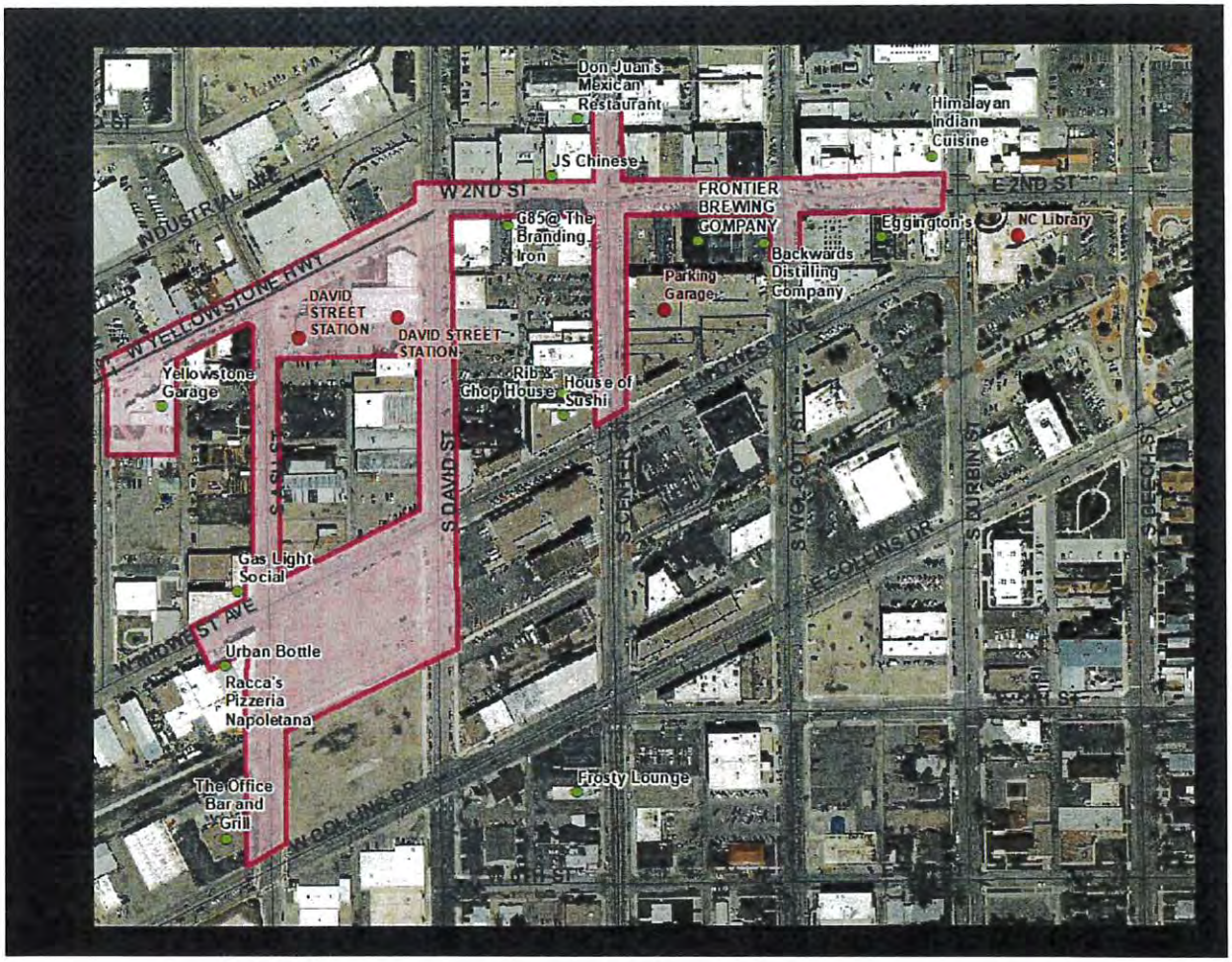
Appendix to Chapter 5.08



PASSED on 1st reading the ____ day of _____, 2020

PASSED on 2nd reading the ____ day of _____, 2020

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2020.

APPROVED AS TO FORM:

_____

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Fleur Tremel
City Clerk

_____
Steven K. Freel
Mayor

ORDINANCE NO. 12-20

AN ORDINANCE AMENDING SECTION 15.02.120 and 15.04.070 of the CITY OF CASPER MUNICIPAL CODE

WHEREAS, it is the desire of the governing body of the City of Casper to provide, within the City's existing Ordinance structure, a means to protect against and/or remediate STRUCTURES UNSAFE FOR HUMAN OCCUPANCY; and,

WHEREAS, the current Casper Code in Sections 15.02.010 et. seq. addresses one and two family dwellings; and,

WHEREAS, the current Casper Code in Sections 15.04.010 et. seq. addresses structures other than one and two family dwellings;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:
Section 15.02.120 of the Casper Municipal Code is created to define and control unsafe structures:

[1] **Unsafe Structures**. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because the structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[2] **Conditions.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress, inadequate light, ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or hazardous maintenance as defined herein, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section.

A. Inadequate means of egress. Means a safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code. Locked doors shall be able to be readily opened from the side from which egress is to be made without the use of keys, special knowledge or effort, except where permitted by the International Building Code. Emergency escape openings shall be maintained in accordance with the code in effect at the time of construction.

B. Multi-Family Egress Lighting. Every common hall and stairway in residential multi-family occupancies shall be lighted at all times. Interior and exterior means of egress, stairways shall be illuminated at all times with not less than 1-foot candle at floors, landings and treads.

C. Ventilation. Every habitable space shall be ventilated by natural or mechanical means. Natural ventilation means each habitable space shall have not less than one operable window. Mechanical ventilation requires supply and return or exhaust air be provided by approved equipment and produce equal amounts of supply and return or exhaust air. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

D. Fire Hazard - multi-family dwellings and rental units. The required fire resistant-rated construction, including walls, fire stops, shaft enclosures, partitions, smoke barriers, floors, ceilings and sprayed fire resistant materials shall be maintained to limit the spread of fire and smoke. Existing Fire protection systems shall be inspected and maintained. Smoke alarms shall be installed and maintained in institutional and residential dwellings where required. Carbon Monoxide alarms shall be installed and maintained when applicable.

E. Heating Facilities. Dwellings shall be provided with an approved heating appliance such as a furnace or boiler capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel burning space heaters be used, as a means to provide required heating. Electrical space heaters are allowed for supplemental heat only.

   Exception: Fuel burning space heaters shall be allowed for emergency use only, until repairs are complete on the required approved heating appliance.

F. Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacles and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

G. Water system. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

H. Sanitary Drainage. Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage septic system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects. Prohibited: Sanitary waste shall not be collected, stored or disposed of on any property other than as referenced herein.

I. A vacant structure that is not secured against entry shall be deemed unsafe.

[3] **Structures unfit for human occupancy.** A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by ordinance or code, or because the location of the structure or the facility or equipment within the structure constitutes a hazard to the occupants of the structure or to the public.

[4] **Unlawful Structure.** An unlawful structure is one found whole or in part to be occupied by more persons than permitted by code, or was erected, altered or occupied contrary to law.

SECTION 2:
Section 15.04.070 – Section 105.1 is amended to read:
Section 105.1 – Structures Unsafe for Human Occupancy

[1] **Unsafe Structures**. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because the structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[2] **Conditions.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress, inadequate light, ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or hazardous maintenance as defined herein, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section.

A. Inadequate means of egress. Means a safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code. Locked doors shall be able to be readily opened from the side from which egress is to be made without the use of keys, special knowledge or effort, except where permitted by the International Building Code. Emergency escape openings shall be maintained in accordance with the code in effect at the time of construction.

B. Multi-Family Egress Lighting. Every common hall and stairway in residential multi-family occupancies shall be lighted at all times. Interior and exterior means of egress, stairways shall be illuminated at all times with not less than 1-foot candle at floors, landings and treads.

C. Ventilation. Every habitable space shall be ventilated by natural or mechanical means. Natural ventilation means each habitable space shall have not less than one operable window. Mechanical ventilation requires supply and return or exhaust air be provided by approved equipment and produce equal amounts of supply and return or exhaust air.

Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

D. Fire Hazard - multi-family dwellings and rental units. The required fire resistant-rated construction, including walls, fire stops, shaft enclosures, partitions, smoke barriers, floors, ceilings and sprayed fire resistant materials shall be maintained to limit the spread of fire and smoke. Existing Fire protection systems shall be inspected and maintained. Smoke alarms shall be installed and maintained in institutional and residential dwellings where required. Carbon Monoxide alarms shall be installed and maintained when applicable.

E. Heating Facilities. Dwellings shall be provided with an approved heating appliance such as a furnace or boiler capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel burning space heaters be used, as a means to provide required heating. Electrical space heaters are allowed for supplemental heat only.

Exception: Fuel burning space heaters shall be allowed for emergency use only, until repairs are complete on the required approved heating appliance.

F. Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacles and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

G. Water system. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

H. Sanitary Drainage. Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage septic system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects. Prohibited: Sanitary waste shall not be collected, stored or disposed of on any property other than as referenced herein.

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facility or equipment within the structure constitutes a hazard to the occupants of the structure or to the public.

[4] **Unlawful Structure.** An unlawful structure is one found whole or in part to be occupied by more persons than permitted by code, or was erected, altered or occupied contrary to law.

[5] **Unlawful Activity.** It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building or structure in the city, or cause or permit the same to be done, in violation of this code.

SECTION 3:
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1st reading the 19th day of May, 2020.

PASSED ON 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED, and ADOPTED on the 3rd and final reading the _____ day of _____, 2020.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING

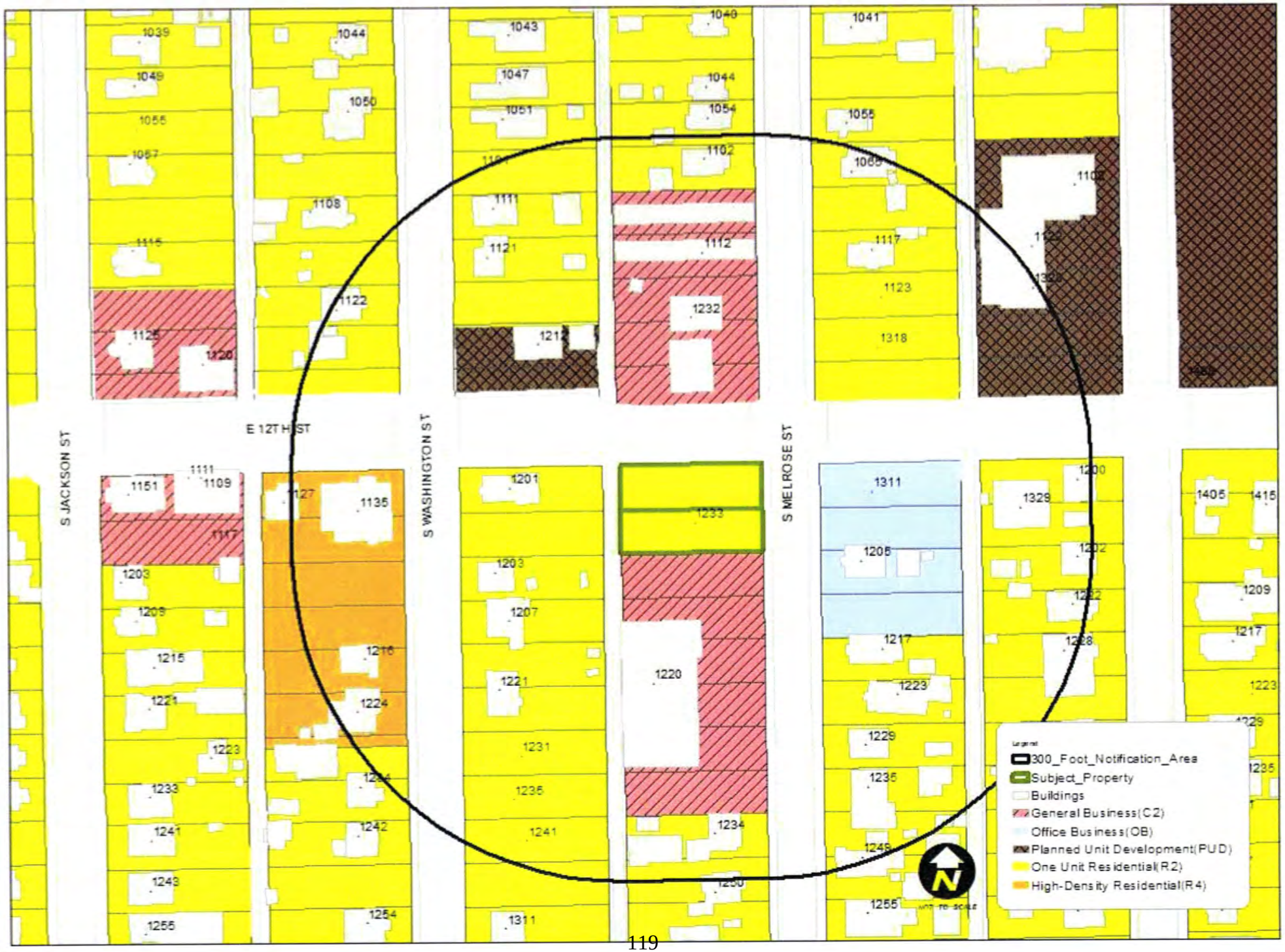
ATTEST:

A Municipal Corporation

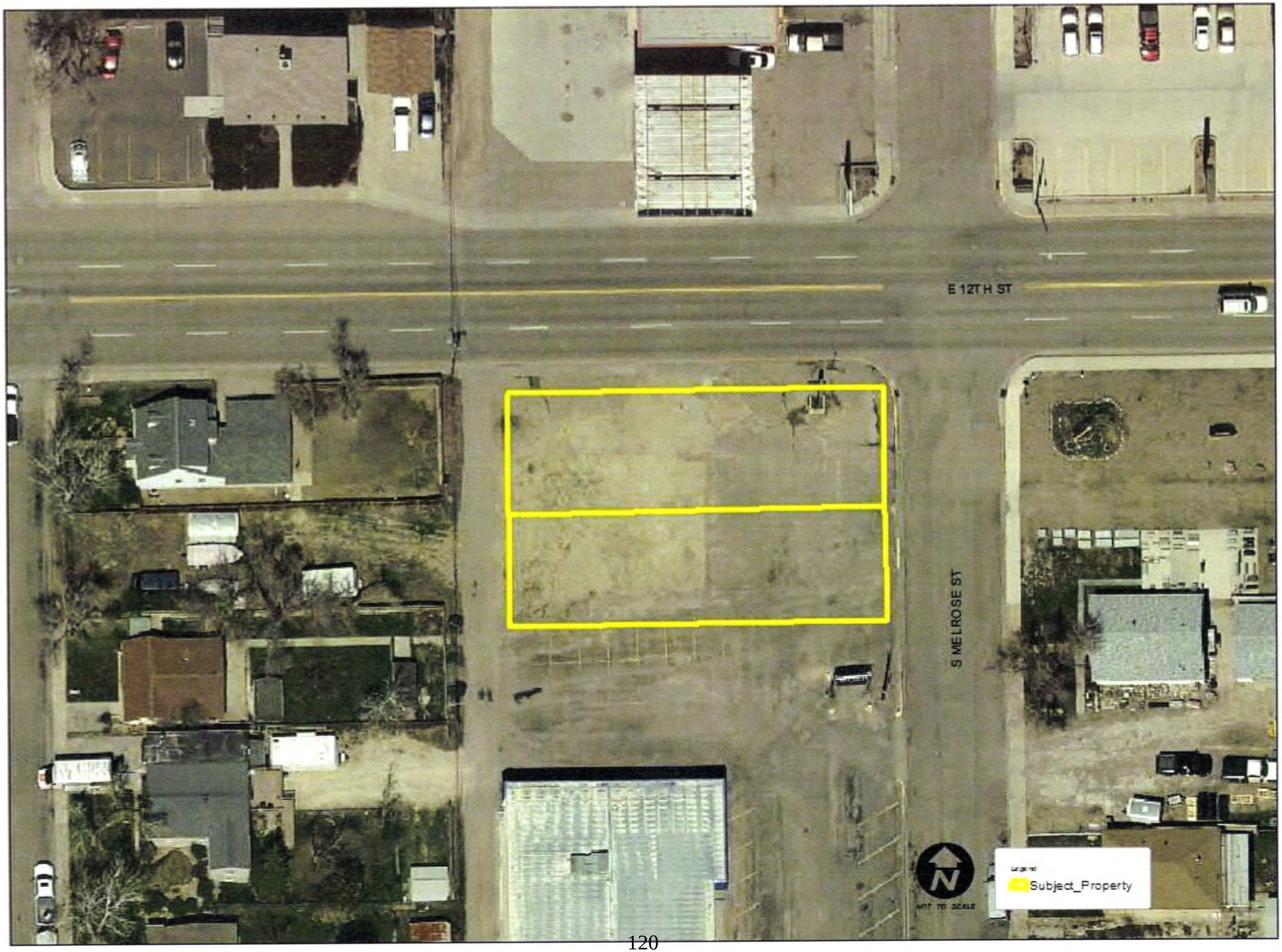
Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

Proposed Zone Change to C-2 (General Business)



Proposed Zone Change to C-2 (General Business)



S WASHINGTON ST
S MELROSE ST
S CONWELL ST
Neighborhood Centers
S CONWELL ST
Neighborhood 3

Dee Ann Hardy

From: Rod Weikum <prsolutionz@aol.com>
Sent: Sunday, April 05, 2020 8:37 AM
To: Dee Ann Hardy
Cc: WEIKUMDACPAM@aol.com
Subject: zoning changes

PLN-20-013-Z
Though I have no objections to the zoning change and think that will be a good use of the property, main well traveled street, I am not crazy about the timing of your hearing.

I beleive that a postponed hearing where attendance and additional comments would give the appearance of transparency.

At the very least, a longer comment time. During this time, all things considered, people have a lot on their minds and may not have the time to focus on comments on the change.

Not every one will have access to the electronic viewing and communication options you have provided. I do see the effort you have made to provide those.

please take time, real time to think and discuss this.

Thanks
Rod Weikum
Melrose mini warehouse
1112 So Melrose
Casper, Wy.

Dee Ann Hardy

From: seanbarbseano@juno.com
Sent: Tuesday, April 07, 2020 11:24 AM
To: Dee Ann Hardy
Subject: Zoning Change PLN-20-013-Z

Dear Zoning Commission,

My business is almost directly across from the requested zoning change.
I am in favor of the zoning change to General Business.
Thanks,

Sean F. Ellis, DDS

April 10, 2020

MEMO TO: Bob King, Chairman
Members of the Planning and Zoning Commission

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: **PLN-20-013-Z** – Petition for a zone change of Lots, 344 and 345, Kenwood Addition, located at the southwest corner of East 12th and South Melrose Streets, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business), to allow for the construction of a coffee shop. Applicant: Grit Line, LLC.

Recommendation:
If, after hearing public testimony, and considering the facts of the case, the Planning and Zoning Commission finds that the proposed zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff would recommend approval of the zone change, with a "do pass" recommendation to the City Council.

Code Compliance:
Staff has completed all public notice requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes, including notification of property owners within 300 feet by first class mail, posting a sign on the property, and publishing legal notice in the Casper Star-Tribune. **At the time that the staff report was prepared, staff has received two (2) public comments on this case.**

Summary:
Application has been received for a requested zoning classification change of two vacant lots located at the southwest corner of East 12th Street and South Melrose Street, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business). Surrounding land uses in the area include residential, commercial, and a church directly abutting the subject properties on the south. Existing zoning adjacent to the subject property is as follows:

- North – C-2 (General Business);
- South – C-2 (General Business);
- East – OB (Office Business);
- West – R-2 (One Unit Residential).

The reason given by the applicant for the requested zone change is to allow for the development of the property as a drive-thru coffee shop. The applicant has not yet developed a site plan for the property, pending the outcome of the zone change request.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject property is located in an area along East 12th Street designated as a "neighborhood center." Page 4-32 of the Plan provides general characteristics of areas designated as neighborhood centers, which typically include low-scale commercial uses and supporting multifamily residential. A rezone of the property to C-2 (General Business), and the development of the property as a small commercial coffee shop, would be in keeping with the land uses envisioned under "neighborhood centers."

For the Commission's reference, Section 17.68.020 of the Municipal Code is listed below to illustrate the land uses that are permitted in the proposed C-2 (General Business) zoning district.

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;

24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. **Restaurants, cafes, and coffee shops;**
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

City of Casper
Planning Division

Zone Change Application

OWNER/PETITIONER'S INFORMATION:

NAME: Grit Line LLC

ADDRESS: 5865 Bell Valley Rd Casper, WY 82604

TELEPHONE: 307-267-4286 EMAIL: fredkuck@yahoo.com

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:

LEGAL DESCRIPTION: Kenwood Lots 344-343

STREET ADDRESS:

FROM EXISTING ZONING DISTRICT: R-2

TO PROPOSED ZONING DISTRICT: C-2

UPON THE REZONING OF THE ABOVE DESCRIBED REAL PROPERTY, I (WE) PROPOSE TO USE THE PROPERTY FOR THE FOLLOWING PURPOSES (BRIEF STATEMENT OF FACTS AND JUSTIFICATION FOR REZONING):

We would like to use the lots for a coffee shop

The following owner's signature, or agent, signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: [signature] (member of Grit Line LLC)

SIGNATURE OF PROPERTY OWNER:

DATE: 3-13-20

SUBMIT TO:
Community Development Department
Planning Division
200 N David, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
www.casperwy.gov
E-mail: dhardy@cityofcasperwy.com

COMPLETE SUBMITTAL NEEDS TO INCLUDE:

- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- PROOF OF OWNERSHIP
- $750 APPLICATION FEE (NON-REFUNDABLE)

FOR OFFICE USE ONLY:

DATE SUBMITTED: 3/13/20

REC'D BY: ch

ORDINANCE NO.13-20

AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 344 AND 345, KENWOOD ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone Lots 344 and 345, Kenwood Addition Subdivision in the City of Casper, located at the southwest corner of East 12th Street and South Melrose Street, from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on April 16, 2020, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

Lots 344 and 345, Kenwood Addition, are hereby rezoned from R-2 (One Unit Residential) to C-2 (General Business).

SECTION 2:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 19th day of May, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2020.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

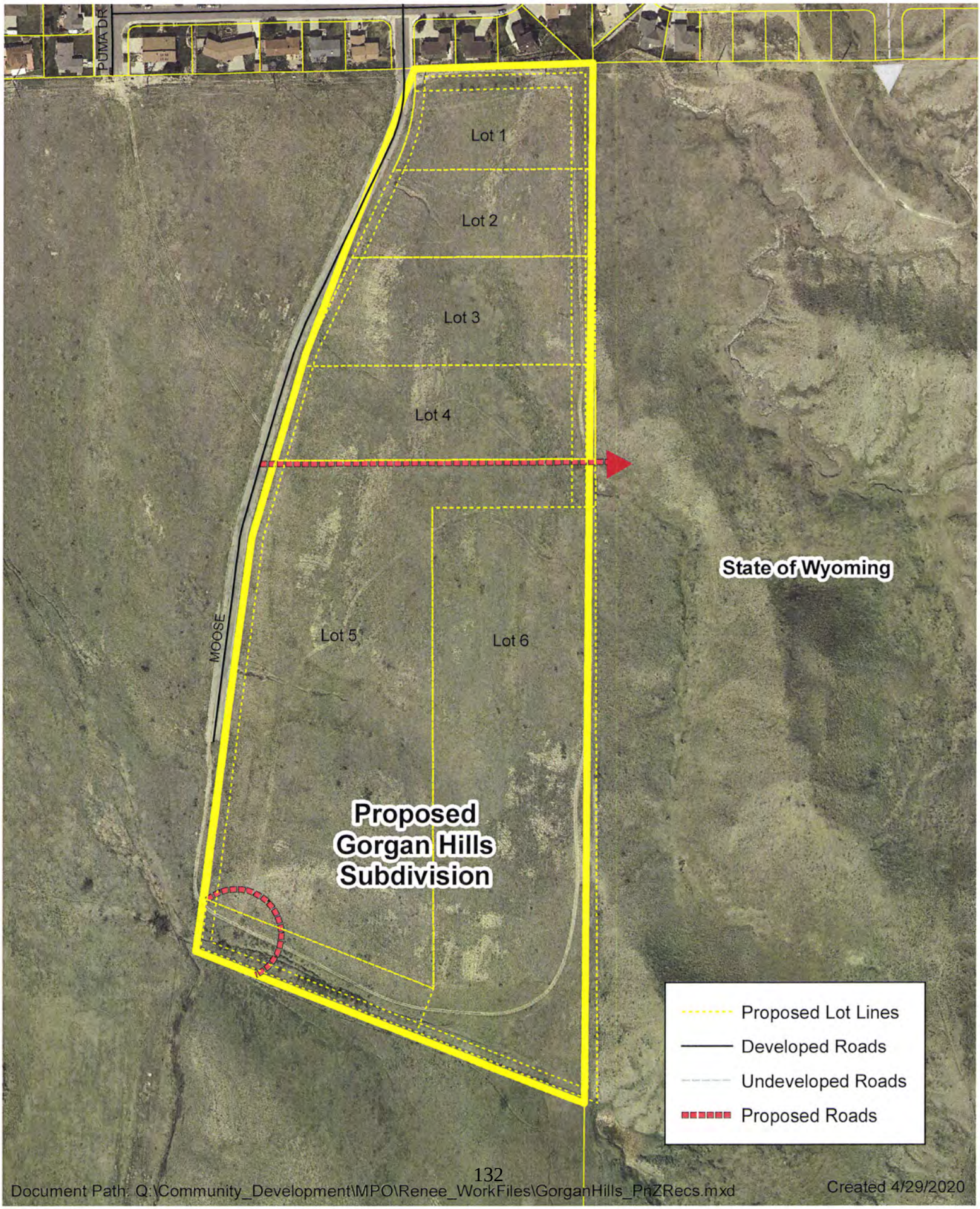
Proposed Gorgan Hills Subdivision

Proposed Gorgan Hills Subdivision

Document Path: Q:\Community_Development\MPO\Renee_WorkFiles\GorganHills.mxd

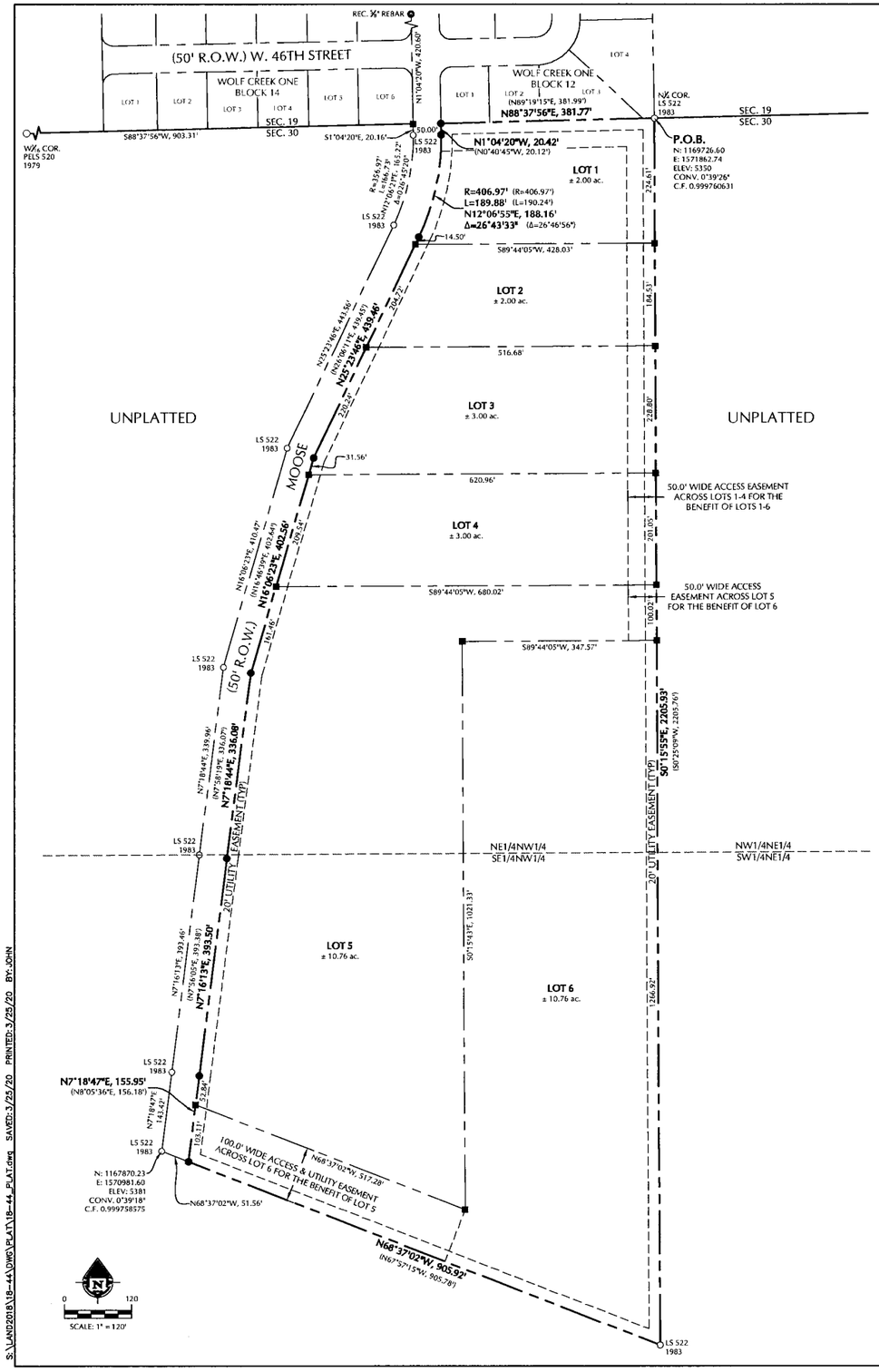
Created 4/29/2020

Proposed Gorgan Hills Subdivision
Planning and Zoning Commission Recommendations



Document Path: Q:\Community_Development\MPO\Renee_WorkFiles\GorganHills_PnZRecs.mxd

Created 4/29/2020



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PLAT OF
"GORGAN HILLS ADDITION"
TO THE CITY OF CASPER, WYOMING

BEING A VACATION AND REPLAT OF
"LOT 1, BLOCK 1, CEMETERY ADDITION"
TO THE CITY OF CASPER, WYOMING

LOCATED IN THE NE1/4NW1/4 AND THE SE1/4NW1/4, SECTION 30
TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL
MERIDIAN NATRONA COUNTY, WYOMING

SCALE: 1"=120'

CERTIFICATE OF DEDICATION

Gorgan, LLC hereby certifies that they are the owner and proprietor of the foregoing vacation and replat of Lot 1, Block 1, Cemetery Addition to the City of Casper, Wyoming, located in and being a portion of the NE1/4NW1/4 and the SE1/4NW1/4, Section 30, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a brass cap at the northeast corner of the Parcel being described and being the north 1/4 corner of said Section 30 and a point on the south line of Wolf Creek One; thence along the east line of said NE1/4NW1/4 and said SE1/4NW1/4, S0°15'55"E, 2205.93 feet to a brass cap at the southeast corner of said Parcel; thence along the south line of said Parcel, N68°37'02"W, 905.92 feet to the southwest corner of said Parcel and a point on the east right-of-way line of Moose; thence along the west line of said Parcel and the east right-of-way line of Moose for the next 7 calls, N7°18'47"E, 155.95 feet; thence N7°16'13"E, 393.50 feet; thence N7°18'44"E, 336.08 feet; thence N16°06'23"E, 402.56 feet; thence N25°23'46"E, 439.46 feet to a point of non-tangent curve; thence 189.88 feet along the arc of a true curve to the left having a radius of 406.97 feet, a central angle of 26°43'33", a chord bearing of N12°06'55"E, and a chord length of 188.16 feet; thence N1°04'20"W, 20.42 feet to a point on the northerly line of said Section 30 and the southwest corner of Lot 1, Block 12 of said Wolf Creek One; thence along the north line of said Section 30 and the south line of said Wolf Creek One, N88°37'56"E, 381.77 feet to the Point of Beginning.

The above described Parcel contains 31.52 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

The subdivision of the forgoing described land as it appears on this plat is with the free consent and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "Gorgan Hills Addition", to the City of Casper, Wyoming. The above named owner and proprietor does hereby grant to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat.

OWNER
Gorgan, LLC
3630 Ermine Circle
Casper, Wyoming 82604

Jessie Morgan - Managing Member, Gorgan, LLC

STATE OF WYOMING) SS
NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by:
Jessie Morgan - Managing Member, Gorgan, LLC

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

OWNER
Gorgan, LLC
3630 Ermine Circle
Casper, Wyoming 82604

Scott Gorrie - Managing Member, Gorgan, LLC

STATE OF WYOMING) SS
NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by:
Scott Gorrie - Managing Member, Gorgan, LLC

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2020.

ATTEST: _____ SECRETARY

_____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED, ADOPTED AND APPROVED
THIS _____ DAY OF _____, 2020.

ATTEST: _____ CITY CLERK

_____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020. _____ CITY ENGINEER

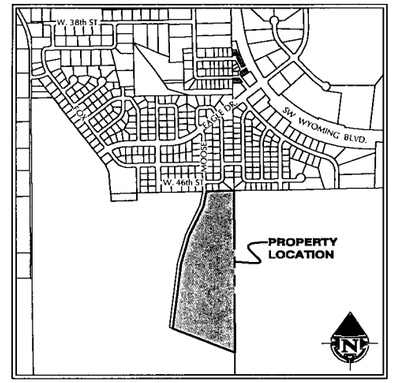
INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020. _____ CITY SURVEYOR

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS _____ DAY OF _____, 2020.

INSTRUMENT NO. _____ _____ COUNTY CLERK

AFFIX RECORDING LABEL HERE



VICINITY MAP
1" = 1000'

CERTIFICATE OF SURVEYOR

I, James F. Jones, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of 'GORGAN HILLS ADDITION' as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Casper regulations governing the subdivision of land.

STATE OF WYOMING) SS
NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by:
James F. Jones, P.L.S.

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

Professional Land Surveyor James F. Jones 5529 DRAFT Date WYOMING

_____ NOTARY PUBLIC

NOTES

1. ERROR OF CLOSURE: 1:1,086,032
2. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
3. DISTANCES: U.S. SURVEY FOOT - GROUND
4. COORDINATES LISTED ARE CITY OF CASPER DATUM AND ARE GRID VALUES.
5. ELEVATIONS LISTED REFERENCE NAVD88 AND NOT INTENDED FOR USE AS BENCHMARKS.

LEGEND
- ○ RECOVERED BRASS CAP
- ⊙ RECOVERED 5/8" REBAR
- ■ SET 5/8" REBAR W/ALUMINUM CAP
- PLAT BOUNDARY
- LOT LINES
- EASEMENT LINES
- N52°14'56" W, 308.40' MEASURED
- (N52°14'56" W, 308.40') RECORD

ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672
J•K•C ENGINEERING

PLAT OF
"GORGAN HILLS ADDITION"
TO THE CITY OF CASPER, WYOMING
LOCATED IN AND BEING A PORTION OF THE NE1/4NW1/4 AND THE SE1/4NW1/4, SECTION 30,
TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN,
NATRONA COUNTY, WYOMING

DATE: 3/10/2020
PROJECT #: 18-44
DRAWN BY: JRB/SAS
SHEET TITLE: RECORD OF SURVEY
SHEET NUMBER 1 OF 1

April 10, 2020

MEMO TO: Bob King, Chairman
Members of the Planning and Zoning Commission

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: **PLN-20-012-R** – A vacation and replat of Lot 1, Block 1, Cemetery Addition, to create Gorgan Hills Addition, comprising 31.52-acres, more or less, generally located south of West 46th Street, and east of Moose Street. Applicant: Gorgan, LLC.

Recommendation:
If, after hearing public testimony and considering the facts of the case, the Planning and Zoning Commission finds that the vacation and replat creating Gorgon Hills Addition meets the minimum requirements of the Municipal Code, staff recommends approval, with a "do pass" recommendation to City Council, with the following conditions:

1. The plat shall be amended to add cross streets through the subdivision, from Moose Street to the eastern boundary, to comply with the City's maximum block length requirements found in Section 16.16.020.

2. The plat shall be amended to dedicate the necessary right-of-way at the south end of Moose Street for the construction of a standard City cul-de-sac or turnaround, and the applicant/owner shall construct said cul-de-sac or turnaround prior to the issuance of any Certificates of Occupancy for any structures in the subdivision.

Code Compliance:
Staff has completed all public notice requirements of Section 16.24 of the Casper Municipal Code pertaining to plats, including notification of property owners within three hundred (300) feet by first class mail, posting a sign on the property, and publishing a legal notice in the Casper Star-Tribune. At the time the staff report was prepared, **staff received one (1) public comments on this case.**

Summary:
Application has been made to vacate the unimproved Cemetery Addition, and to replat it as the Gorgan Hills Addition. The subject property comprises 31.52-acres, more or less, is currently platted as a single lot, and is zoned AG (Urban Agriculture). The proposed replat is creating six (6) newly configured lots, ranging in size from two (2) acres to 10.76-acres in size. All proposed lots have frontage/access on Moose Street along the west edge of the subdivision. The minimum lot size in the AG (Urban Agriculture) zoning district is one (1) acre, when public water and sewer is available, and two (2) acres when public water and sewer is not available. Public water will only be available to approximately 1/3 of the property involved, on the northern extent of the

subdivision because of the elevation of the property in relation to the maximum elevation in which the Zone 2 water system can provide service.

Staff has included two recommended conditions of approval for the Commission's consideration. Section 16.16.020 of the Municipal Code limits residential block lengths to no longer than 750 feet in length, and the first recommended condition would bring the subdivision into compliance with that block length requirement by requiring the addition of cross streets to the plat. The purpose of the limitation on block length is to ensure that adequate cross streets are available to provide multiple points of access, as well as redundant utility connection points. Moose Street, the only access to this subdivision, is over 2,000 feet in length, with no proposed cross streets through the subdivision to access the land located to the east in the future. The land to the east of the subdivision is currently State of Wyoming Public Land, with no immediate plans to develop; however, the Summit Addition, located north east of the subject area, provided two (2) points of access into the area, Whitney Drive and Camel Back Drive, in anticipation of the future need for access through the area. Section 16.16.020 allows the City Council to approve block lengths greater than 750 feet in length when justified by topography, or if shorter block lengths are not practical because of impediments such as parks, railroads or other existing physical features. The applicant has requested relief from the maximum block length requirements via written request, which is attached for the Commission's review/reference. Although only the City Council can provide the requested relief, it is appropriate that the Planning and Zoning Commission should provide a recommendation in regard to the requirement.

Staff's second recommended condition of approval is regarding Section 16.16.020(Q), that requires that all dead end streets and cul-de-sacs be less than 600 feet in length, and also requires that all dead end streets must have a turnaround at the end (cul-de-sac) with a minimum radius of fifty (50) feet. Although the Moose Street right-of-way was platted and dedicated many years ago, the replat under consideration now would trigger the requirement to bring the street up to current design standards for City streets. Again, only the City Council has the authority to provide relief from the requirement, thus allowing a dead-end road in excess of 600 feet in length without a cul-de-sac or other approved turn around at the end. It is appropriate that the Planning and Zoning Commission provide a recommendation to the City Council in regard to both the street length and turnaround requirements.

Dee Ann Hardy

From: Dee Ann Hardy
Sent: Friday, April 10, 2020 11:18 AM
To: Michele Holder
Subject: RE: In reference to PLN-20-012-R Gorgan Hills Addition

Thank you for your comments. They will be provided to the Planning and Zoning Commission prior to the meeting in a packet of information. Your comments reference the area as a cemetery. Cemetery Addition is the current subdivision name, and if approved by both Planning and Zoning and City Council the new subdivision name will be Gorgan Subdivision and create six (6) lots for development. I just wanted to address your concern that a cemetery will not be near your home.

Regards,

Dee Hardy
Admin Support Tech
Community Development
200 N. David, Room 205
Casper, Wyoming 82601
(307) 235-8241
dhardy@casperwy.gov

From: Michele Holder <micheleholder65@yahoo.com>
Sent: Tuesday, April 07, 2020 8:25 PM
To: Dee Ann Hardy <dhardy@casperwy.gov>
Subject: In reference to PLN-20-012-R Gorgan Hills Addition

April 7, 2020

To whom it may concern:

In reference to PLN-20-012-R Gorgan Hills Addition.

I am the property owner of 3631 W. 46th St. I have received notice regarding the application for the Cemetery addition.

According to the map of the proposed Gorgan Subdivision, the cemetery addition would be located directly behind my property. I would like to take this opportunity to express my concerns and opposition to this application/request.

These are my following concerns:

* Soil leachate- The slope of the landscape behind my house is such that I require 2 sump pumps under my home for drainage due to the run off. If the proposed cemetery is built, run off will have concentrations of undesirable material and harmful substances that will enter and settle within my yard and under the crawl space of my home. Contamination that could effect the health and safety of myself,my family and pets.

* Property value- It would significantly reduce the value of my home. Resale- It would reduce the amount of buyers if I decide to sell in the future.

* Traffic into and out of the cemetery especially during funerals.

* Ordinances that may be put in place as to not disturb mourners. I would like to be able to have a BBQ in my back yard, or mow my lawn or build a deck and not feel that I am being disrespectful.

* Just don't like the idea of having the window of my bedroom looking out into a graveyard. Imagine looking out of YOUR bedroom window into a graveyard and being reminded of death every day. I don't like it Period.

I strongly oppose this application, I feel that there are different locations that would be much more appropriate for a cemetery. I appreciate your careful consideration for my concerns in this matter. If you need to contact me you can reach me at (307) 277-2603

Sincerely,

Michele Holder

APR 1 3 2020

Dee Ann Hardy

From: grant lawson <lawryder1@yahoo.com>
Sent: Monday, April 13, 2020 4:30 PM
To: Dee Ann Hardy
Subject: Gorgan Addition

To whom it may concern,

I understand there is a comment period currently open for the Wolf Creek Gorgan Addition. I have lived in Wolf Creek on and off since 1990. Most recently, 2014-2019 on Shasta street, and currently living on 38th Street. I am in favor of allowing this development. I am also in favor of the road staying a public city road. I do not think the proposed development of the now private property in this location would be a detriment to the neighborhood. I believe it would actually be beneficial to the neighborhood.

Thank you.

Grant Lawson

APR 1 4 2020

Connie Rodgers
4511 Moose
Casper, WY 82604

April 14, 2020

Craig Collins, AICP
City Planner
Planning Division

Mr. Craig Collins,

I am a concerned resident of Wolf Creek subdivision, as I heard recently of the planned new Gorgon Hills Addition.

My first concern is for the current residents of the area who purchased homes nearby because of the quiet neighborhood and access to public land via foot. Will there be continued access from Moose Street? Will there be speed bumps to slow traffic for children in the neighborhood and all foot/traffic?

In regard to access to state land, certainly it is important and just that citizens have the benefit of freedom of access.

Just a side-note: I would almost hate to tell people that the name of the new housing division means "terrible". Surely they could come up with something that fits the beautifully aesthetic country that they are about to inhabit.

I appreciate any care you might interject on our behalf.

Sincerely,

Connie Rodgers
Resident/4511 Moose

APR 14 2020

Dee Ann Hardy

From: Jo Ann Williams <willifam9@gmail.com>
Sent: Tuesday, April 14, 2020 3:04 PM
To: Dee Ann Hardy
Subject: Application PLN-20-012-R

Re: Planning and Zoning Commission public hearing, April 16, 2020, 6:00 pm
PLN-20-012-R

I am writing this comment regarding the above application as a resident of Casper, although I do not live within the 300-foot radius of the perimeter of the property involved.

I formerly lived in the Wolf Creek subdivision and still have friends who live in the area that will be impacted by this zoning application. My comments are in support of the concerns they have expressed to me. The access to public lands that follows the Moose street extension has been used and enjoyed by the residents of the Wolf Creek subdivision since we lived there 27 years ago. I still walk the roadway and beyond when I am visiting my friends who reside there.

My requests to the Planning and Zoning Commission are two:
1. I hope that as this application is considered, the Committee will take into account a provision to keep the private to public access open. The recreational opportunity for residents and pets is a great asset to the neighborhood.
2. I also foresee that with the increased traffic, and given the lengthening of Moose Street, there will be an increase of danger for the many young children that live along Moose and especially those who live close to the intersection where the new subdivision is proposed to begin. Please consider providing speed bumps and signage to alert drivers to the presence of children at play and encourage safe driving.

Thank you.

Jo Ann Williams
823 S. Oakcrest Ave.
Casper, WY 82601

APR 15 2020

Dee Ann Hardy

From: Eric Lawrence <elawrence00@gmail.com>
Sent: Tuesday, April 14, 2020 9:17 PM
To: Dee Ann Hardy
Subject: Regards to zoning commission meeting on April 16th

Re: PLN-20-012-R

City of Casper Planning Commission,

I am writing in regards to the proposed replat of the Cemetery Edition in Wolf Creek. I am a homeowner at the corner of Moose and 46th and I am opposed to the replatting of the area for a housing development for two reasons.

1. There is slightly over a quarter mile of city owned road in the area to be developed that has not been used by vehicles in many years and would need to be completely rebuilt to support a housing development. This would add an undo cost to the taxpayers for only a handful of homes. Especially in a time of potential downturn and recession the city's revenue should be better utilized in keeping repair of existing roads that need upkeep.

2. This being a family friendly neighborhood many of the homes within the intersection of 46th and Moose have small children that play regularly in this area that currently has limited traffic. Adding new homes would increase traffic and the risk to these children that play regularly in this area.

Thank you for considering our input into this decision. We trust that you will make the right decision for the city of Casper and its taxpayers.

Dr. Eric and Karen Lawrence
3710 W 46th St

APR 15 2020

I, resident of 3721 W 46th St., am writing on behalf of my family to state my strong objection to the application to rezone the hill behind my house for a housing development by Gorgan, LLC. I have several reasons for my objection, which I know are shared by the overwhelming majority, if not all, of my neighbors here in Wolf Creek.

1. The construction of a housing addition will involve an intolerable amount of dust and dirt in the air for my backyard and for the neighborhood in general. The hill would have to be cut into. This is the windiest place in Casper, which is saying something. The last time some construction was attempted (by the city), there were so many complaints about the dust by the residents, that the city stopped their construction. We would be talking about months of intolerable conditions for me, my wife, my children, and my neighbors.

2. I bought in Wolf Creek and specifically the house I have with the understanding that the city owned the hill behind my house, that it was going to be used for a cemetery, and that it was not zoned for normal residential building. It is unfair to me and others who bought with this understanding to change the zoning in the interest of a company that is simply trying to make money, not improve our neighborhood.

3. Wolf Creek is an attractive neighborhood also because of the lack of traffic. We have a lot of children in our neighborhood and calm streets. A housing development will bring in more traffic and disrupt the peace of the neighborhood.

4. The hill is zoned properly already. It is getting quite close to the mountain and should not be developed like a normal residential neighborhood. That would detract from the beauty of the neighborhood. It would very much disrupt my view of the mountain, a major reason for my purchasing this property.

5. This is a well-established neighborhood. For forty years people have walked on the public road behind my house, appreciating the beauty. It is an asset to the entire neighborhood, a way for us to meet one another and develop friendships. The proposed rezoning would very much hurt the character of our neighborhood. It is simply not in our best interest.

For these reasons I am asking the Planning and Zoning Commission to deny the request to rezone this property. It is properly zoned already. When there are objections to unnecessary rezoning, I believe it is the City of Casper's duty to protect the status quo and the interests of the residents of the neighborhood the rezoning would affect. Please, please, from my heart, for my children's sake and for my neighbors' sake, deny this application for vacation and replat of Lot 1, Block 1, Cemetery Addition.

Sincerely yours,

Christian Preus

APR 15 2020

To Whom it May Concern,

I, Michael Roden, previous owner of 3611 W. 46th Street, am writing this letter to show support in reference to the re-plat of property located at the southern end of the Wolf Creek neighborhood. In reference to this re-plat, I would like to express my gratitude regarding the owners and explain the positive outcomes of which would and/or have taken place if the area was used for expansion.

In this area, the owners assisted with the extremely high winds during winter months by placing snow/drift fences above my southern-most property line to help with severe drifting. Property fences along 46th Street and Bobcat Street would collapse due to the amount of snow being blown in. This land was also utilized by a large amount of people for walking, riding bikes, and operating off-road vehicles such as dirt bikes and ATV's. I had several complaints regarding the noise, litter, and suspicious activity, however I was unaware of who was responsible for the property.

Prior to purchasing the property of 3611 W. 46th Street, I always enjoyed my time spent within the neighborhood of Wolf Creek while growing up. Several of my friends resided within the neighborhood and it was always well known that it was one of the most desirable places to live within Casper, Wyoming. I believe this plat will continue to make Wolf Creek one of the most desirable places to live within Casper due to the possibility of having large plats within city limits and owners of the plat to be upstanding citizens within the community.

Thank you for your time and consideration regarding this matter.

Sincerely,

Michael Roden

APR 15 2020

Dee Ann Hardy

From: Craig Collins
Sent: Wednesday, April 15, 2020 8:14 AM
To: Dee Ann Hardy
Subject: FW: Gorgan Hills Development Concerns

From: Cheryl Hackett <cherylannhackett@yahoo.com>
Sent: Tuesday, April 14, 2020 9:19 PM
To: Craig Collins <ccollins@casperwy.gov>
Subject: Gorgan Hills Development Concerns

4-14-20

Cheryl Hackett
4441 Moose
Casper, WY 82064

To the Planning and Zoning Commission and City Council:

I am writing to voice my concerns as you meet to discuss the proposed Gorgan Hills addition at the site of the city's previously held Wolf Creek Cemetery.

My first concern involves the circumstances around how this property was obtained by former councilman Jesse Morgan, who served on the Casper City Council from 2017-2019, when bids for this property were accepted. Tony Cercy filed the winning bid in the summer of 2017, and shortly thereafter, the property passed ownership to Jesse Morgan and his business partner. I would like the city attorney to look into the ethics and legality of this transfer of ownership to an active council member at the time. Additionally, in part from my background as a journalist, I am wondering if councilman Morgan recused himself from discussions and voting on the property if he had growing interest in obtaining it as a developer, thus providing a conflict of interest.

Secondly, when we moved to the Wolf Creek neighborhood in November of 2012, the close proximity to Wolf Creek Cemetery, the old county road, and the state land to the east of the cemetery, was a large deciding factor in our purchase of our home. Many of the residents on this street have lived here since the development was built in the 1980's--40 years ago. It is a quiet and peaceful place to live, and I am thankful to feel like we are living in an area where we have open land to enjoy by recreating.

Third, with a proposed five-to-six new homes, I'm concerned about an increase in traffic. As it is, our street does not experience much traffic. Our children, and neighbor's children, ride their bikes and rollerblade down the street. Elderly neighbors, and others, walk their dogs. If there are a minimum of two drivers in each new home, this is an increase of at least 12 vehicles in and out of the subdivision a day--not to mention potential teenage drivers, parties, having guests over, and more. I would like to ensure that Moose is not the only point of access for this subdivision, but that there be access from the streets to the east as well.

I would also like to request that access to the county road remain open; I do not want to see a gated community going in south of W. 46th Street, preventing us from walking down the road we have all come to love. Further, I would like to formally request ongoing access to the state land east of the proposed development. Preserving a walking trail (perhaps south of the homes on 46th Street, where there is currently a gravel trail) would be an important consideration.

Additionally, I am concerned about the impact of this proposed development on our neighborhood community and the value of our homes. Already, two homes on our street are listed for sale, and a third is going on the market soon. People who lived here for years simply don't want to face significant changes, such as increased traffic, and an inability to access land we've all enjoyed for so long. Lower property values result in lower property taxes.

Finally, as I have researched this, it appears that Mr. Morgan currently resides in Windsor, Colorado. It troubles me that an out-of-state resident (who was privy to inside knowledge about the sale of this land in his role as a councilman), is developing homes in such a prime area of the city. I've heard that he and his business partner are reportedly planning to build homes for themselves on two of the lots, which is their right; however, will the remaining lots be accessible to city residents, or will they exclusively be sold to Mr. Morgan's friends, family, business associates and acquaintances? Will they be available to Casper residents who might like to purchase one of the lots? Who they are sold to could change the entire character of our neighborhood as we know it now.

To summarize, I find the purchase of the Wolf Creek Cemetery by Jesse Morgan through Tony Cercy extremely troubling and potentially unethical. Nonetheless, I formally request more than one road into the development. Please refuse to use only Moose. Please preserve access to state land, and allow residents to continue to walk down the old county road where Moose dead-ends. Finally, please do not grant any special treatment to the owners of this development simply because one was a former councilman; please hold them accountable to the same rules that would govern any other development.

I appreciate your consideration of my concerns. They are shared by many.

Sincerely,

Cheryl Hackett

All City of Casper e-mails and attachments, except those defined as attorney/client communications or confidential/privileged information, may qualify as public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

APR 15 2020

Dee Ann Hardy

From: Craig Collins
Sent: Wednesday, April 15, 2020 8:16 AM
To: Dee Ann Hardy; Liz Becher
Subject: FW: Grogan Hills Addition Concerns for April 16

From: Kathy Meyer <KMEYERWYO@msn.com>
Sent: Tuesday, April 14, 2020 9:05 PM
To: Craig Collins <ccollins@casperwy.gov>
Subject: Grogan Hills Addition Concerns for April 16

Rumors aplenty are flying about plans for the southern part of old Wolf Creek and Cemetery Hill and the meeting on April 16th and closed to the public. My main concern is that Mr. Morgan has requested no other access to the proposed addition other than short little Moose Street which already has plenty of traffic off of Eagle Drive to 45th and 46th. I am vehemently opposed to this with all the state land available and alternative or additional access to the proposed addition should be paid by the Grogan folks and not the city, read taxpayers. I don't know how many single family dwelling 31 acres can handle, but it would be a huge increase in traffic.

And other rumors concern information I don't have ... but any possible backstory on the sale of the property from Mr. Cercy to Grogan LLC and one of the partners and former council member, Jesse Morgan, no longer even a resident of Wyoming? When and how he purchased it from Mr. Cercy would be of great interest since I personally feel a purchase of this magnitude should not be made to a City Council Member. Mr. Cercy has also has a bit of history with the city by causing problems and benefitting from city improvements at the same time. And ruining a very pleasant short street of retirees and 2-3 families with several small children is not necessary. Grogan LLC can do the work with the state for additional access from the east. It raises all sorts of red flags in my opinion and I'm hoping there are no final decisions made at this week's meeting in these unfortunate times without citizens' input.

Thanks much for your time. Quick add-on ... at least 9 out of 10 local residents who are heavily affected by this addition and possibly one access road – Moose – were not even aware of it. Nothing in our mail boxes ... a neighbor found one of your letters up the hill. Thanks Mr. Collins for pursuing this.

Kathy Meyer
4431 Moose
Casper WY 82604
234-2919 or 258-6183

Sent from Mail for Windows 10

J·K·C ENGINEERING

ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672

April 8, 2020

City of Casper
Planning Department
200 North David Street
Casper, Wyoming 82601
Attn: Craig Collins

Subject: Gorgan Hills Addition – Planning comments

Mr. Collins,

We have addressed the comments received on 3/19/2020 regarding Gorgan Hills Addition. In regards to the block length, access easements, and water and sewer services we are submitting additional exhibits and the following summary:

BLOCK LENGTH

JKC Engineering has examined the feasibility of creating cross streets. Three potential locations have been examined and details of these locations are represented by plan/profile sheets and slope analysis maps submitted with this response.

For the purpose of discussion the possible street connections are generically names A, B and C. The profiles are designed using a 2% connection slope, a sag curve K value range of 19 to 40 and a maximum slope range of 8% to 15% in accordance with the city's engineering department design guidelines. Curb/gutter or sidewalk is not required per municipal code 16.16.020(S.1.a) since this development will be less than 0.75 dwellings per acre, however, due to lack of other storm water management options curb/gutter has been included in the design. The assumed paving section would be 30' wide. Estimated construction costs assume $8/CY for placed fill and/or exported material and $180/LF of road section – other utility costs have not been calculated at this time.

The land to the east of the proposed subdivision is owned by the State of Wyoming. The slope maps submitted with this response show the limited area to the east that is feasible to develop due to excessive slopes. Roadway connectivity further to the east, across the state lands, is impossible due to a steep ridge rising approximately 200' at slopes of 2:1 or steeper.

While the owners understand that current regulations require connectivity they are attempting to make a rural type housing community with large lots which makes multiple cross streets undesirable. Furthermore, the feasibility and likeness of use of such streets does not support the construction expense and loss of land. Because of this, they are asking for a waiver to the block length rule.

ACCESS EASEMENTS

Access easements as shown on the plat are not intended for use of the public - they are exclusive to the use of the newly created lots to be used as alternates to Moose. The owners are aware that the public may have been accessing state land to the east by trespass but they are not interested in creating an official means for the public to continue using their property for such purposes.

WATER AND SEWER SERVICE

The water and sewer mains in the right-of-way of Moose will be extended to the south and terminate and the end of Moose. Lots 1 through 4 will have standard water and sewer services centered on each lot. Lots 5 and 6 will have water and sewer service taps to the south where their common line intersects Moose. The water services for Lots 5 and 6 will extend from the curbstop to an insulated box where a meter and backflow preventer will be installed.

From the backflow preventer the owners intend to utilize an "airgap" setup to fill underground cisterns, one for each lot that will be used to pump water to their homes. They also intend to drill two wells near the southern edge of subdivision to use as alternate water sources.

Please let me know if there is any additional information you need in this regard.

Sincerely,
JKC Engineering

John Bryson, CFM
Project Manager

PDF Attachments:

18-44_PLAT (Revised Plat)
18-44_CROSS STREET (Plan and Profiles)
18-44_CROSS STREET COSTS (Cost Analysis)
18-44_SLOPEMAP_AREA (Surface Slopes of Surrounding Area)
18-44_SLOPEMAP_SITE (Surface Slopes of Site)
18-44_LOT SERVICES (Water and Sewer Layout)
18-44_GOOGLEEARTH (Aerial Visual)

GORGAN HILLS ADDITION

CROSS STREET COST ANALYSIS APRIL 2020

STREET A	
AREA OF DISTURBANCE = 1.95 ac.	
EARTHWORK VOLUME = 47,597 cu.yds. EXPORT	$380,776
ROADWAY LENGTH = 535 ft.	$96,300
TOTAL COST	**$477,076**

STREET B	
AREA OF DISTURBANCE = 3.11 ac.	
EARTHWORK VOLUME = 107,022 cu.yds. EXPORT	$856,176
ROADWAY LENGTH = 697 ft.	$125,460
TOTAL COST	**$981,636**

STREET C	
AREA OF DISTURBANCE = 2.07 ac.	
EARTHWORK VOLUME = 16,435 cu.yds. EXPORT	$131,480
ROADWAY LENGTH = 898 ft.	$161,640
TOTAL COST	**$293,120**

GORGAN HILLS ADDITION

ALTERNATE A

CROSS STREET COST ANALYSIS

APRIL 2020

STREET A	
AREA OF DISTURBANCE = 1.53 ac.	
EARTHWORK VOLUME = 31,872 cu.yds. EXPORT	$254,976
ROADWAY LENGTH = 535 ft.	$96,300
TOTAL COST	**$351,276**

STREET B	
AREA OF DISTURBANCE = 2.68 ac.	
EARTHWORK VOLUME =	
1,730 cu.yds. FILL | 77,677 cu.yds. EXPORT	$635,256
ROADWAY LENGTH = 697 ft.	$125,460
TOTAL COST	**$760,716**

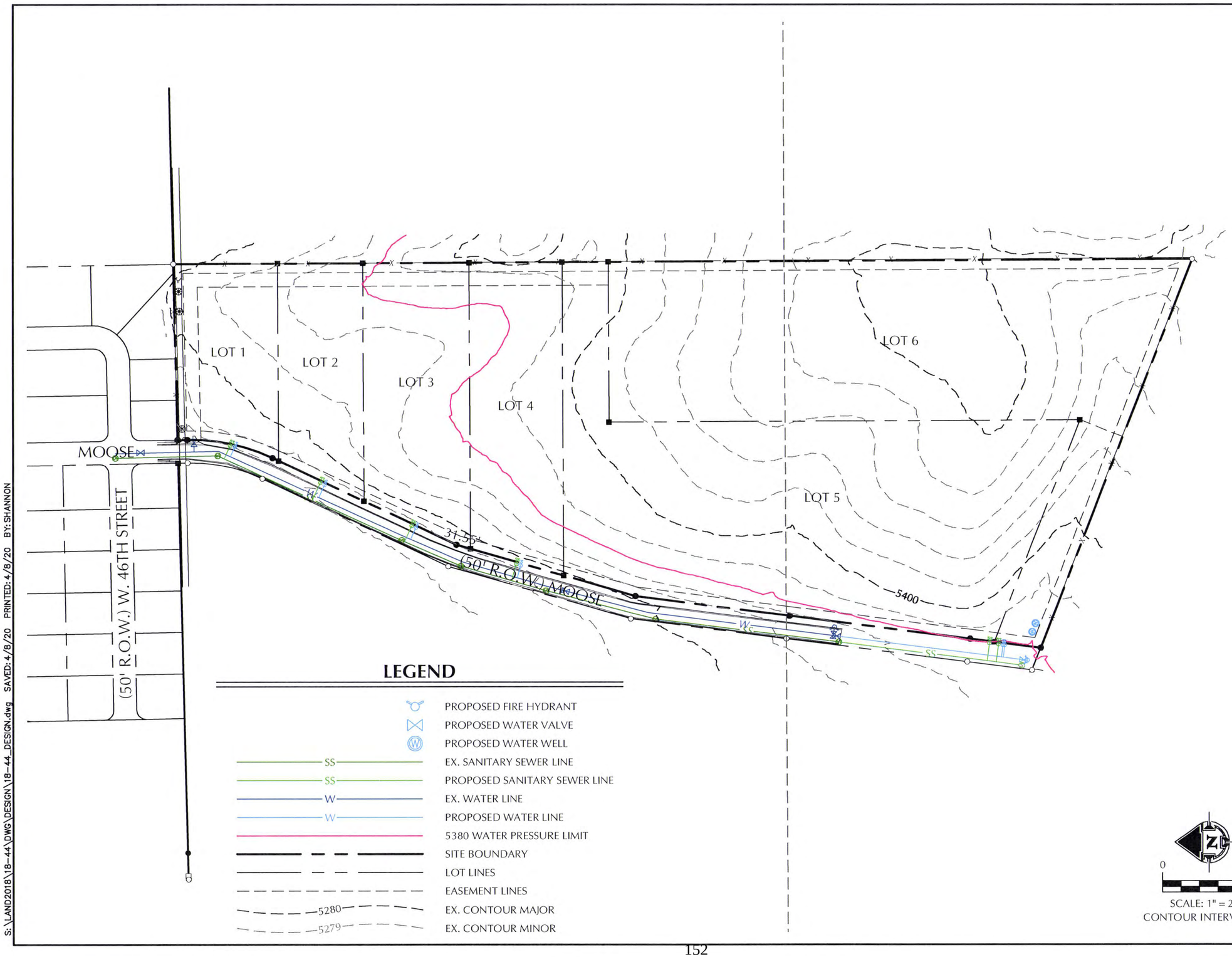
STREET C	
AREA OF DISTURBANCE = 1.99 ac.	
EARTHWORK VOLUME =	
5,177 cu.yds. FILL | 2,867 cu.yds. EXPORT	$64,352
ROADWAY LENGTH = 898 ft.	$161,640
TOTAL COST	**$225,992**

GORGAN HILLS ADDITION **ALTERNATE B**

CROSS STREET COST ANALYSIS APRIL 2020

STREET A	
AREA OF DISTURBANCE = 1.38 ac.	
EARTHWORK VOLUME = 27,684 cu.yds. EXPORT	$221,472
ROADWAY LENGTH = 535 ft.	$96,300
TOTAL COST	**$317,772**

STREET B	
AREA OF DISTURBANCE = 2.30 ac.	
EARTHWORK VOLUME = 65,172 cu.yds. EXPORT	$521,376
ROADWAY LENGTH = 697 ft.	$125,460
TOTAL COST	**$646,836**



LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED WATER WELL
- SS — EX. SANITARY SEWER LINE
- SS — PROPOSED SANITARY SEWER LINE
- W — EX. WATER LINE
- W — PROPOSED WATER LINE
- 5380 WATER PRESSURE LIMIT
- SITE BOUNDARY
- LOT LINES
- EASEMENT LINES
- 5280 — EX. CONTOUR MAJOR
- 5279 — EX. CONTOUR MINOR

0 200

SCALE: 1" = 200'
CONTOUR INTERVAL = 10'

REVISION TABLE

NUMBER	DATE	DESCRIPTION

J·K·C ENGINEERING
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CONSTRUCTION MANAGEMENT
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672

DESIGN DRAWINGS
GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

DATE: 4/8/2020
PROJECT #: 18-44
DRAWN BY: SAS

SHEET TITLE:
SITE OVERVIEW

SHEET NUMBER
1 OF 1

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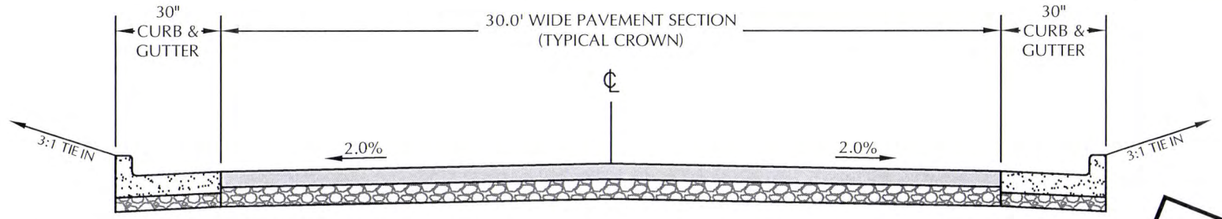

TYPICAL ROAD SECTION

SCALE: NTS

MOOSE

(50' R.O.W.) W. 46TH STREET

(50' R.O.W.) MOOSE

SEE SHEET C2.1

SEE SHEET C2.2

SEE SHEET C2.3

483'

910'

1889'

LEGEND

- SITE BOUNDARY
- LOT LINES
- EASEMENT LINES
- 5280 EX. CONTOUR MAJOR
- 5279 EX. CONTOUR MINOR
- 5280 PROPOSED CONTOUR MAJOR
- 5279 PROPOSED CONTOUR MINOR

0 200

SCALE: 1" = 200'
CONTOUR INTERVAL = 2'

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J·K·C ENGINEERING

PROPOSED DRIVEWAY GRADING
GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

DATE: 4/6/2020
PROJECT #: 18-44
DRAWN BY: SAS

SHEET TITLE:
PLAN & PROFILE INDEX

SHEET NUMBER
C2.0

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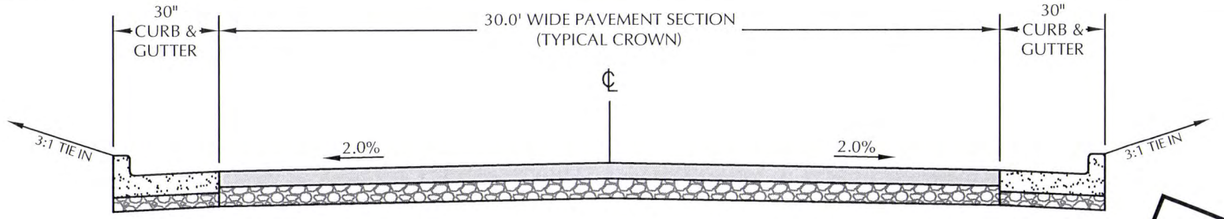
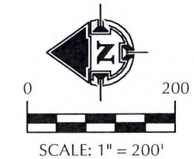


TYPICAL ROAD SECTION
SCALE: NTS

LEGEND

- SITE BOUNDARY
- LOT LINES
- EASEMENT LINES
- EX. CONTOUR MAJOR
- EX. CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR



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SHEET TITLE:
PLAN & PROFILE INDEX

SHEET NUMBER
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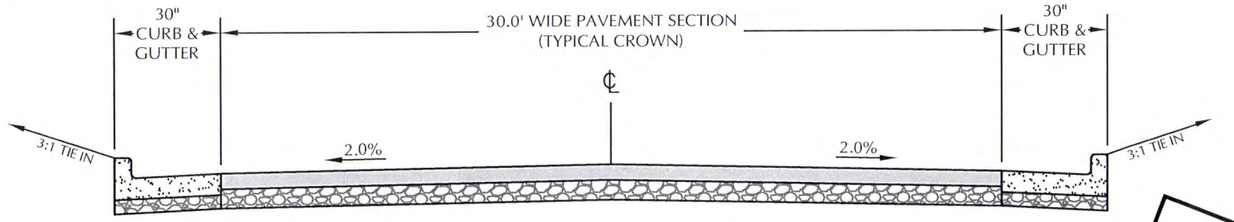

TYPICAL ROAD SECTION

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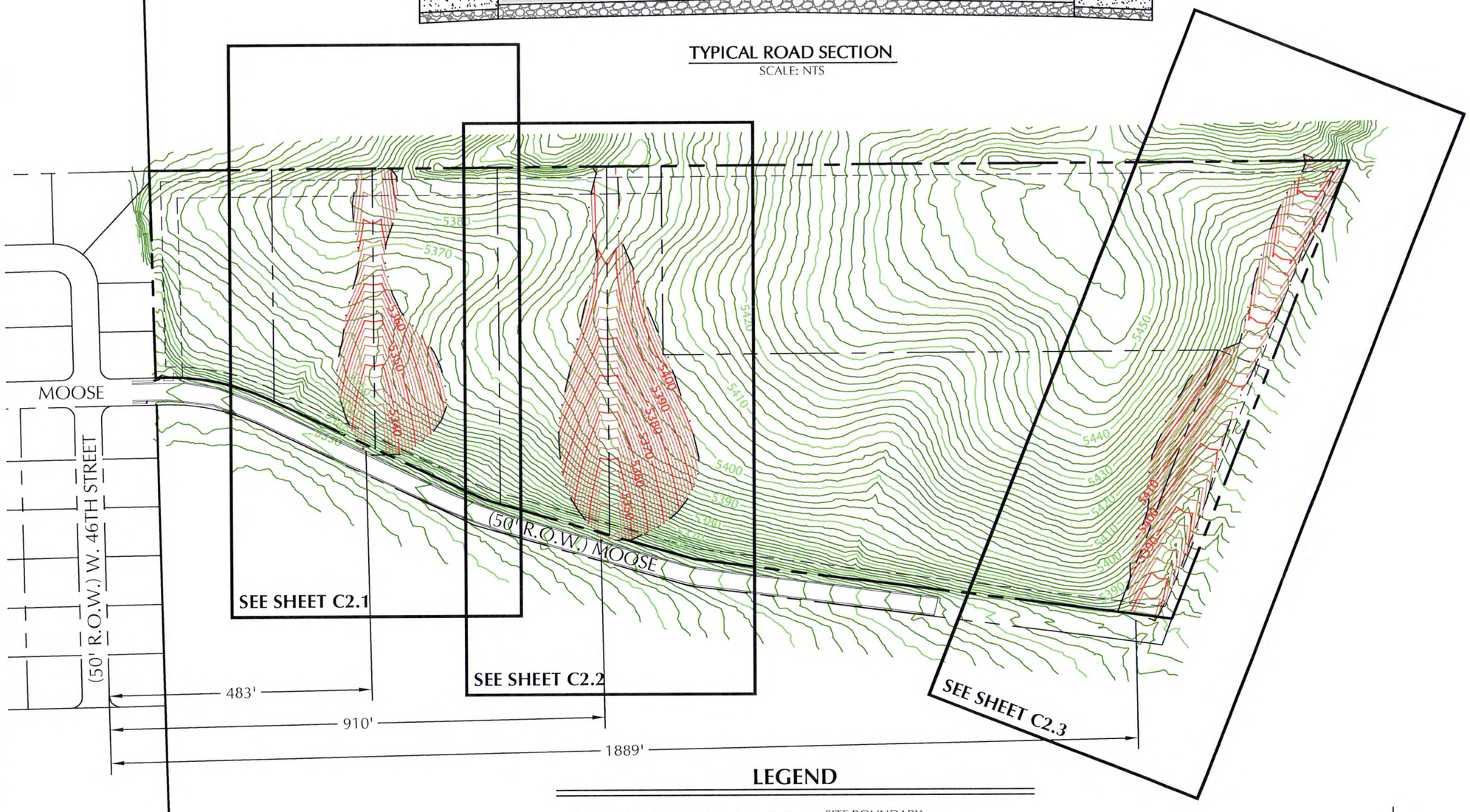
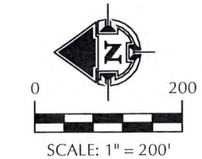


LEGEND

- SITE BOUNDARY
- LOT LINES
- EASEMENT LINES
- 5280 EX. CONTOUR MAJOR
- 5279 EX. CONTOUR MINOR
- 5280 PROPOSED CONTOUR MAJOR
- 5279 PROPOSED CONTOUR MINOR



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CITY OF CASPER, WYOMING

DATE: 4/9/2020
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SHEET TITLE:
PLAN & PROFILE INDEX

SHEET NUMBER
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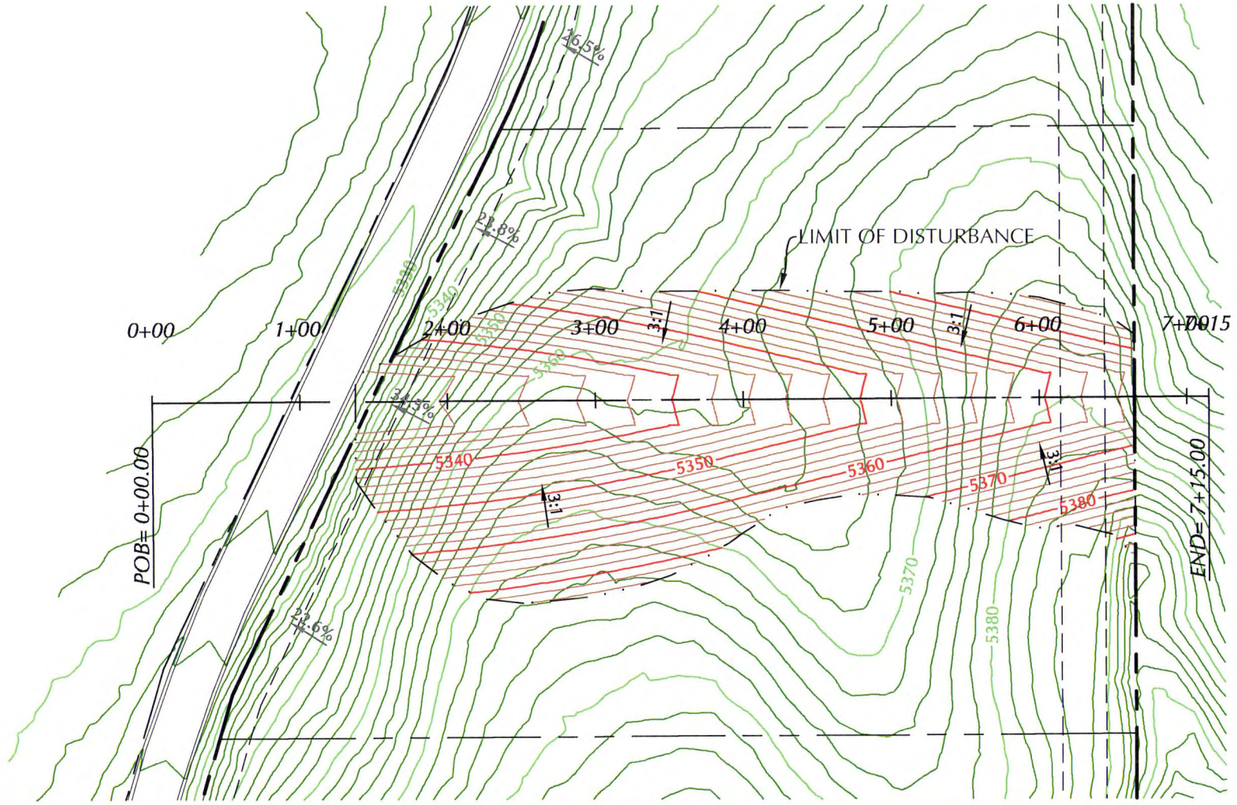

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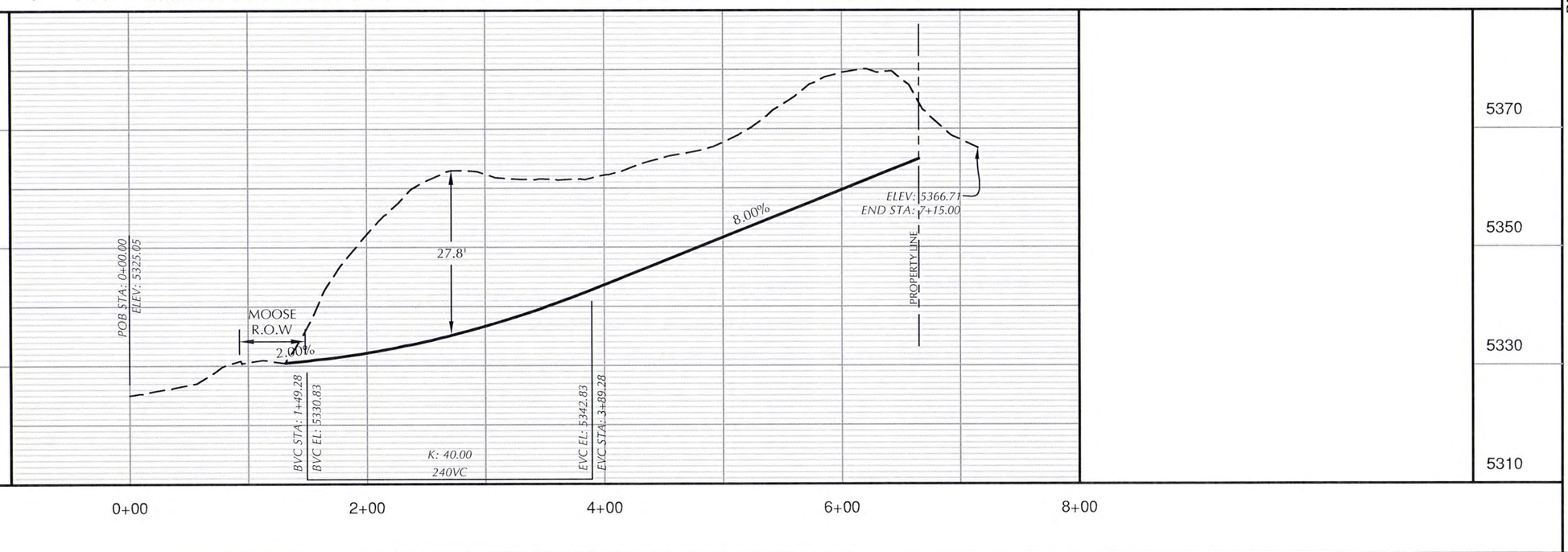
VOLUME = 47,573 cu.yds. EXPORT
ROADWAY LENGTH = 535 ft.



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VERTICAL SCALE: 1" = 20'
CONTOUR INTERVAL = 2'

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GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

DATE: 4/6/2020
PROJECT #: 18-44
DRAWN BY: SAS

SHEET TITLE:
STREET "A"
PLAN & PROFILE

SHEET NUMBER
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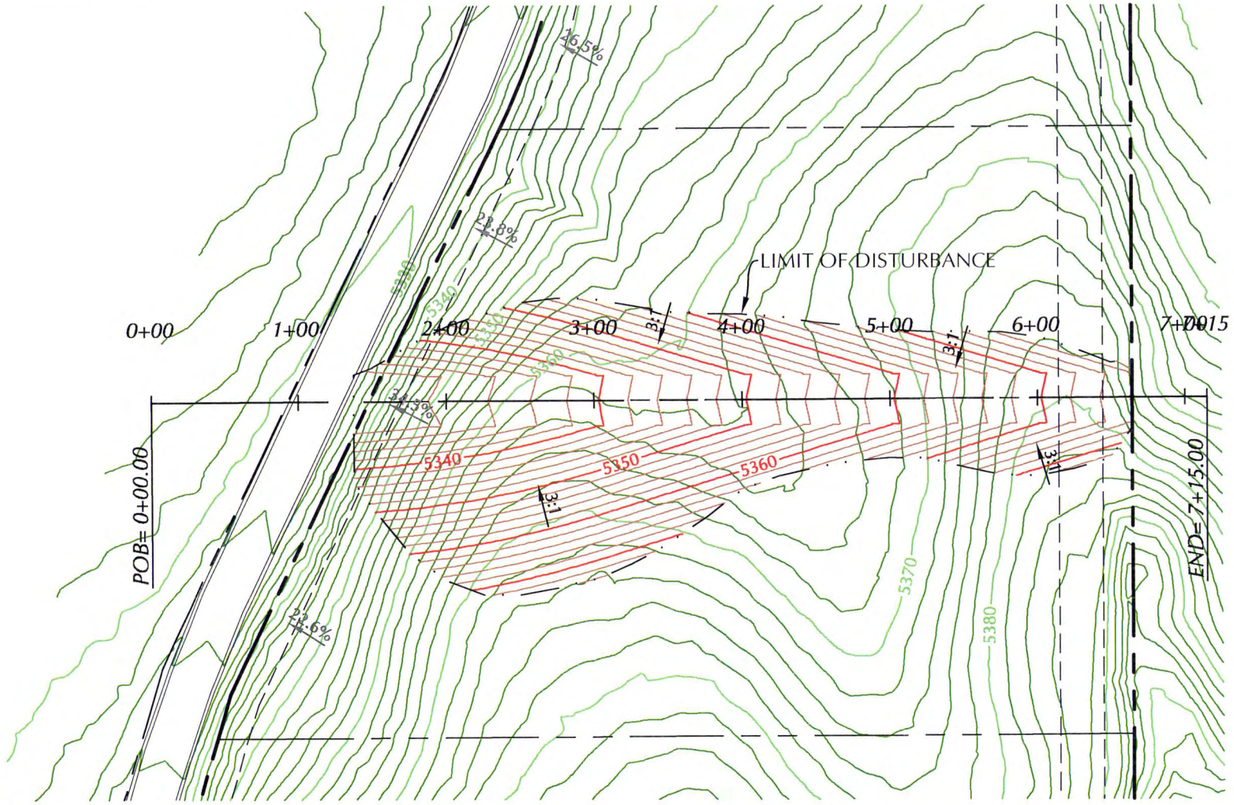

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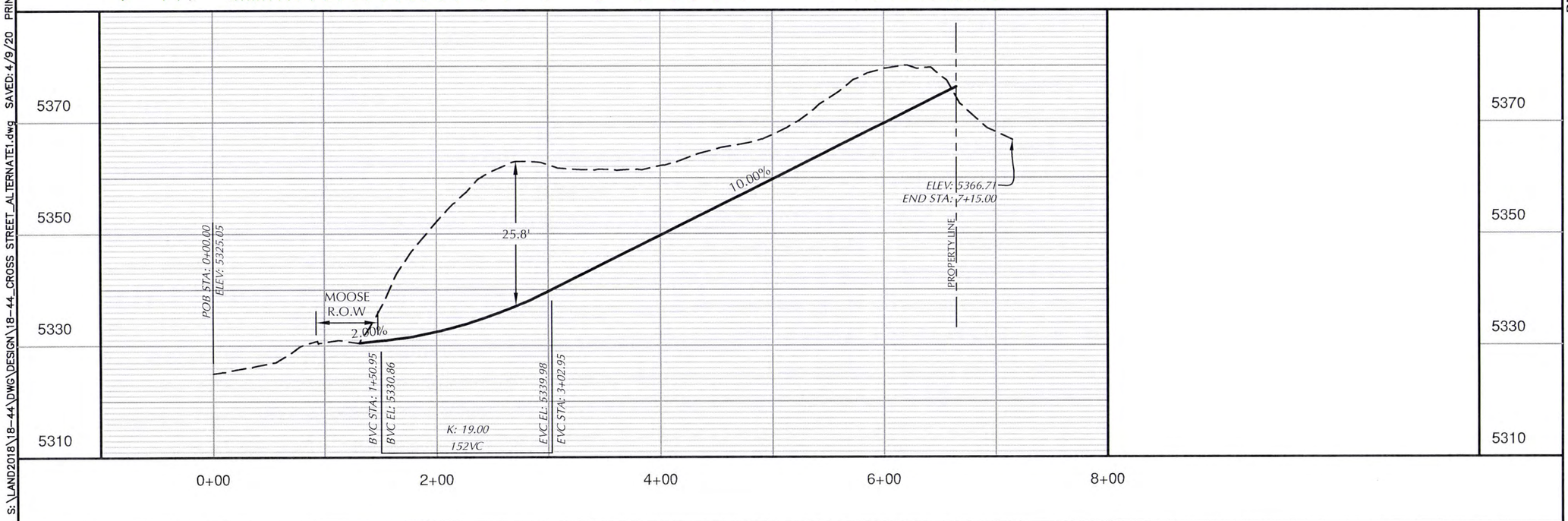

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SHEET TITLE:
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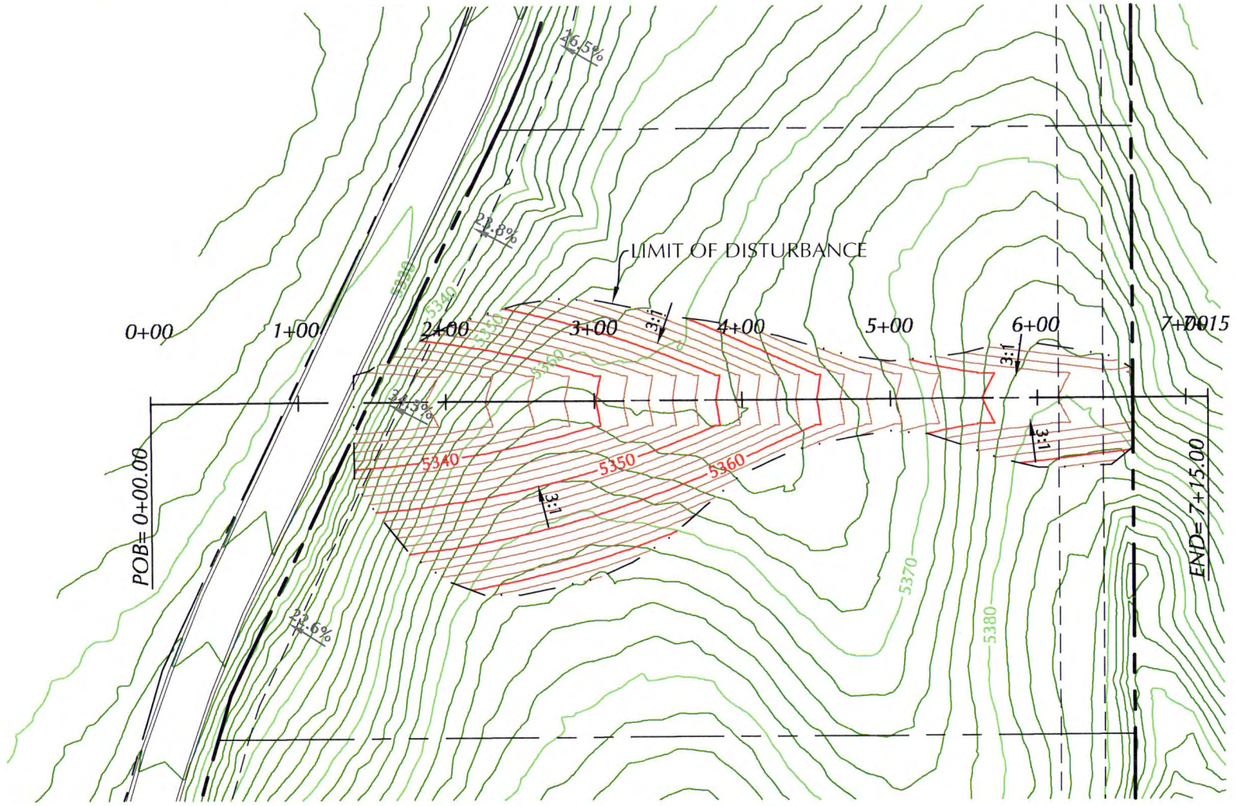

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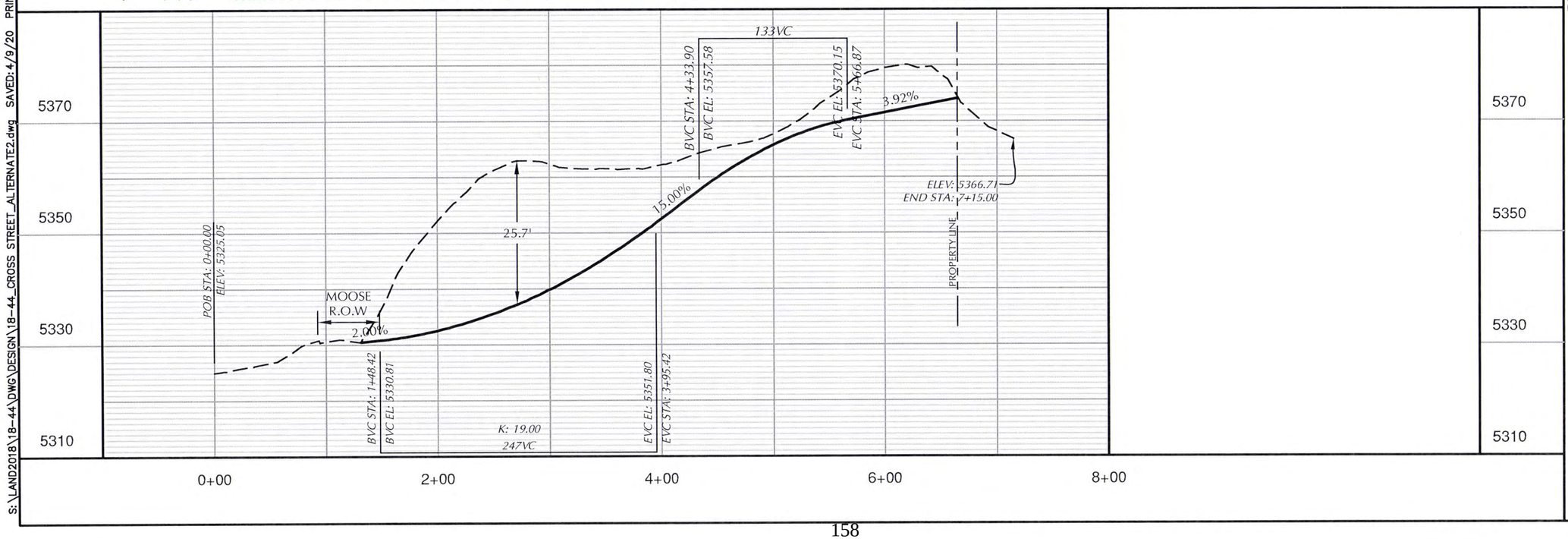

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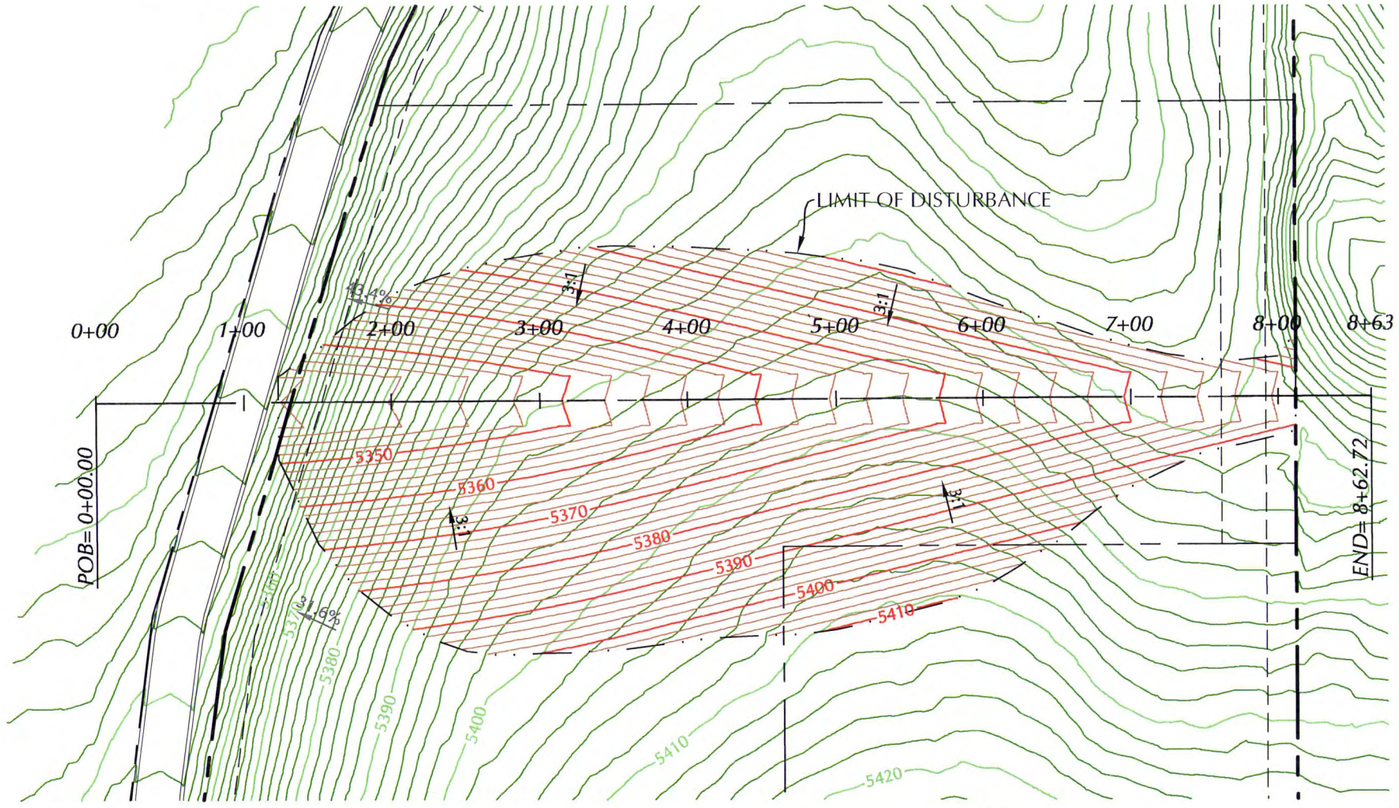

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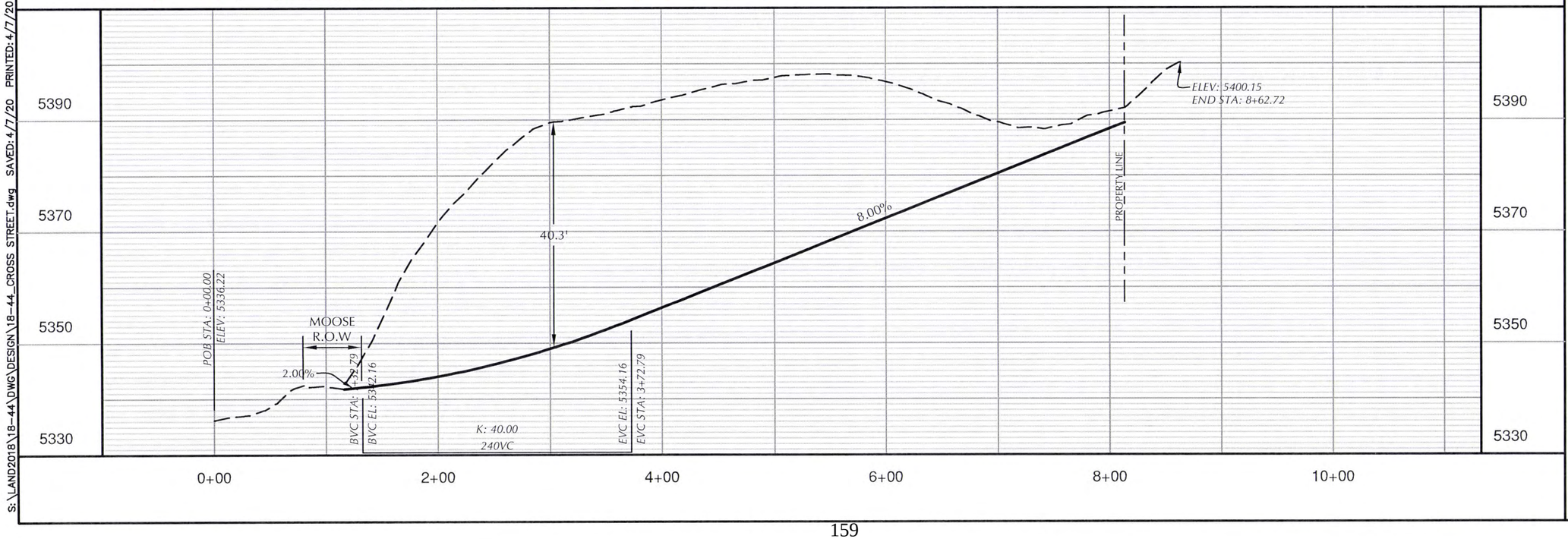

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GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

DATE: 4/6/2020
PROJECT #: 18-44
DRAWN BY: SAS

SHEET TITLE:
STREET "B"
PLAN & PROFILE

SHEET NUMBER
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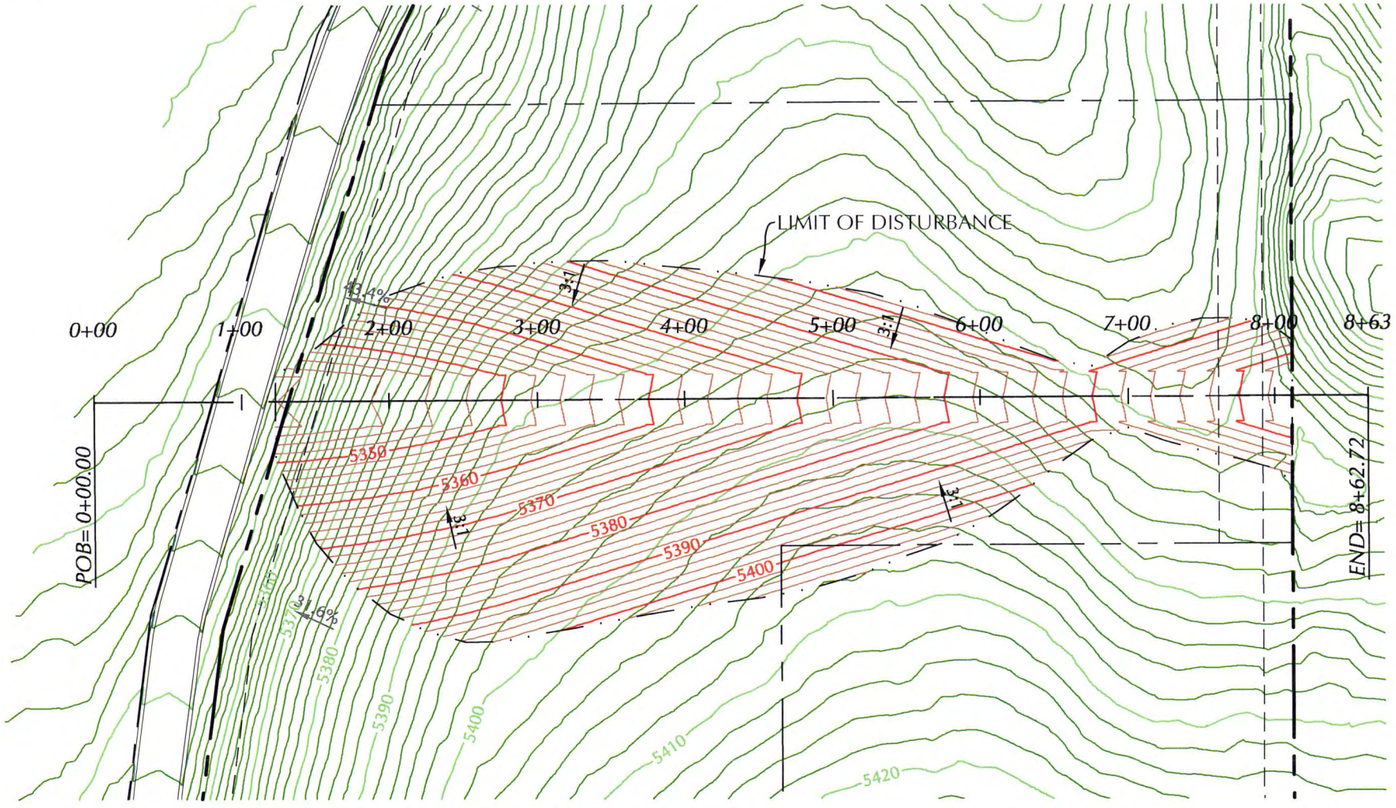

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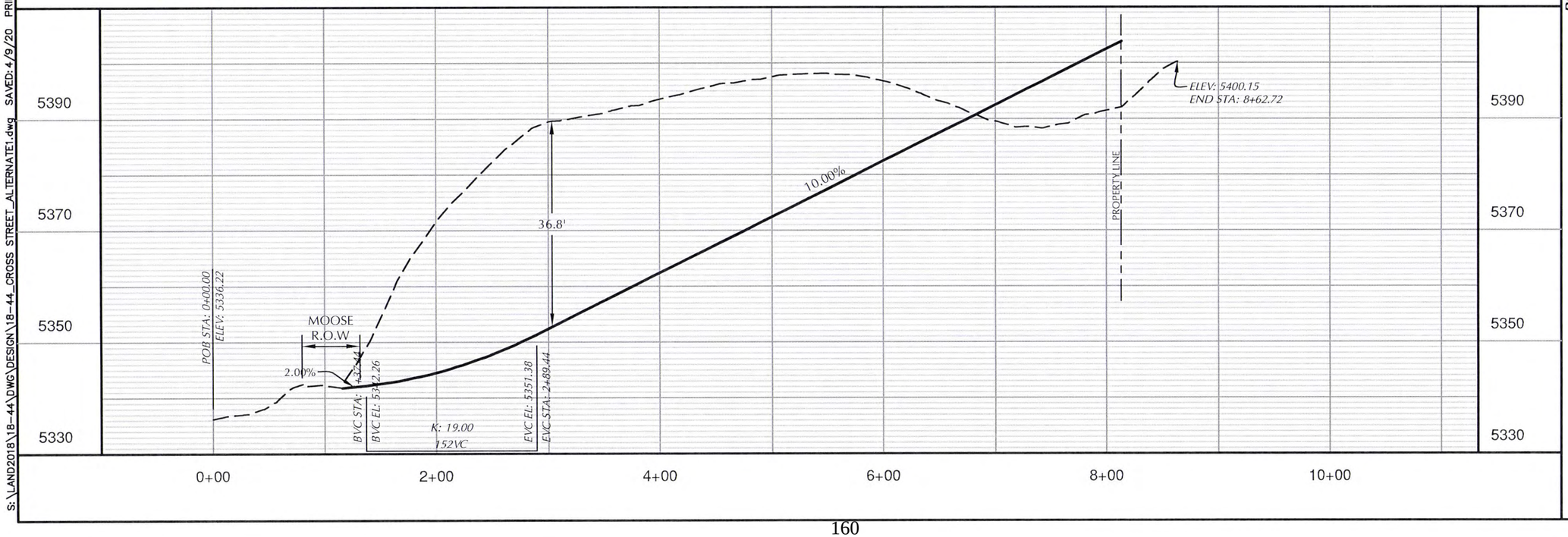


REVISION TABLE

NUMBER	DATE	DESCRIPTION

ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672

J·K·C ENGINEERING

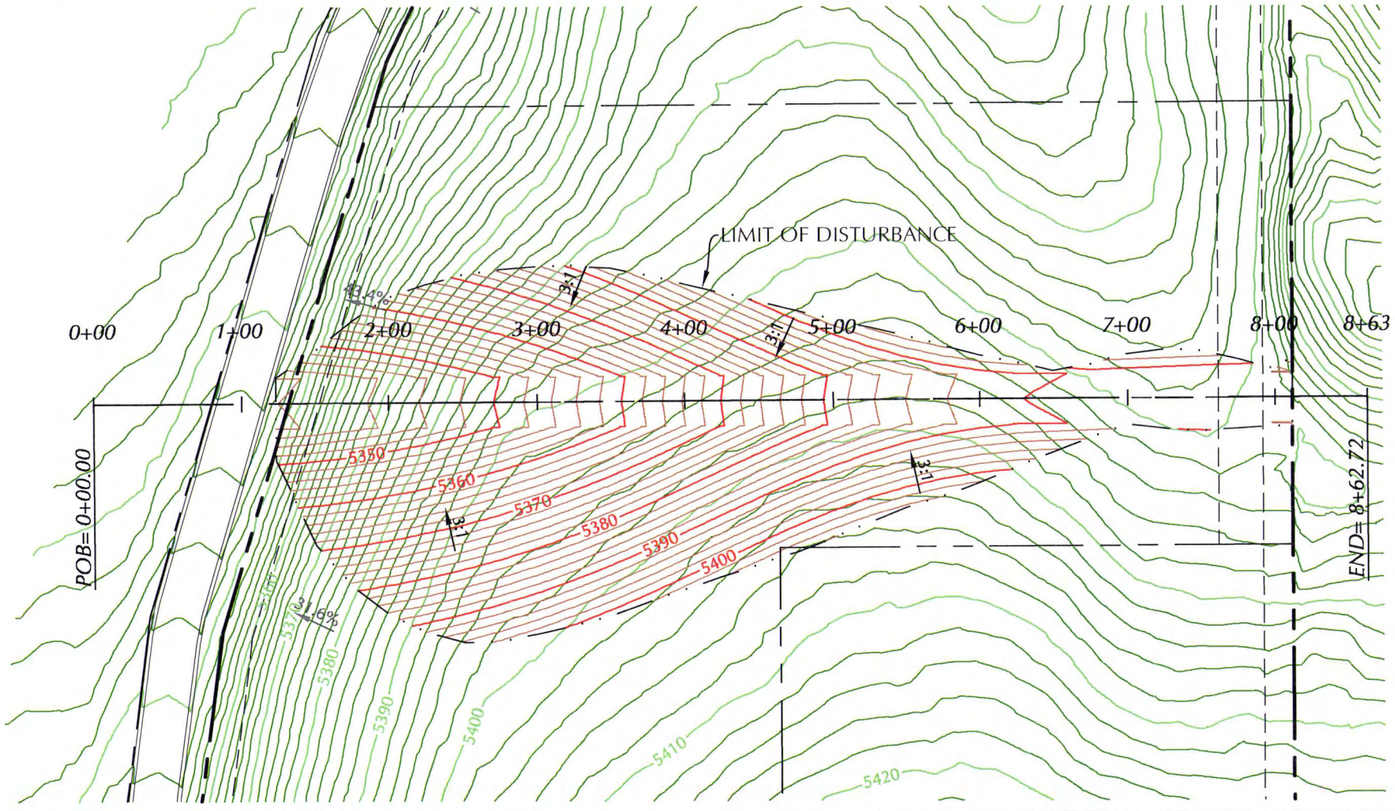
PROPOSED DRIVEWAY GRADING
GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

DATE: 4/9/2020
PROJECT #: 18-44
DRAWN BY: SAS

SHEET TITLE:
STREET "B"
PLAN & PROFILE

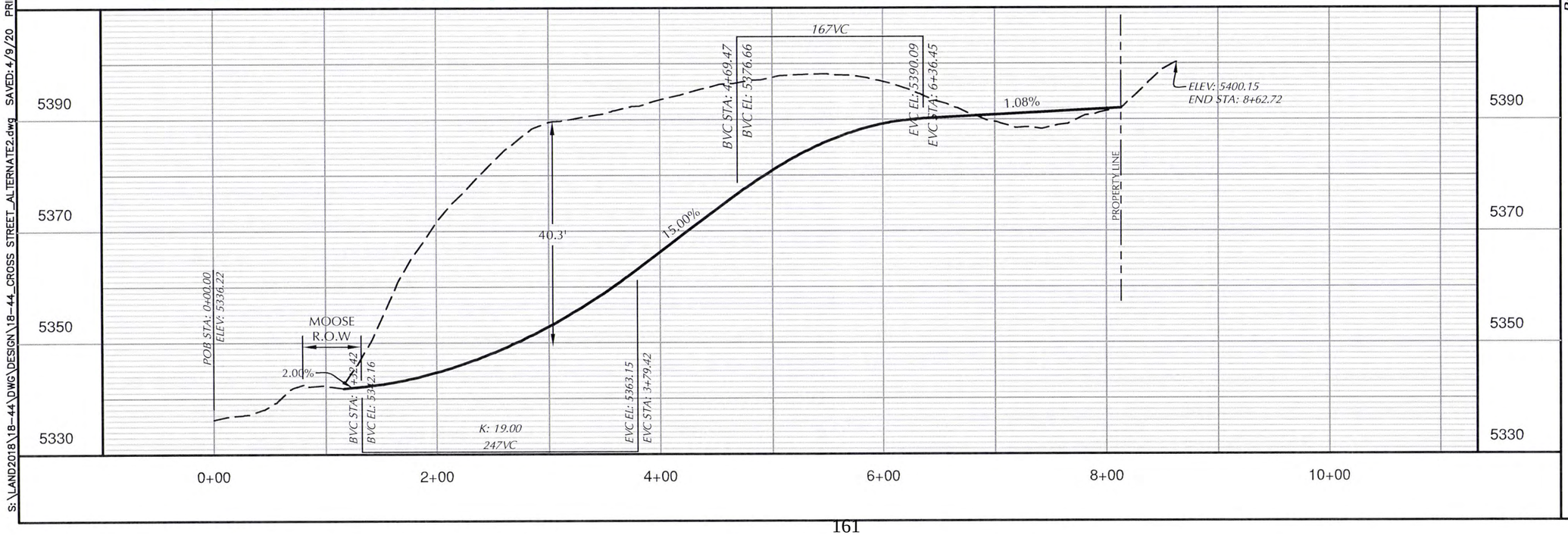
SHEET NUMBER
C2.2A

S:\LAND2018\18-44\DWG\DESIGN\18-44_CROSS STREET_ALTERNATE1.dwg SAVED: 4/9/20 PRINTED: 4/9/20 BY:SHANNON



AREA OF DISTURBANCE = 2.30 ac.
VOLUME = 65,172 cu.yds. EXPORT
ROADWAY LENGTH = 697 ft.

HORIZONTAL SCALE: 1" = 100'
VERTICAL SCALE: 1" = 20'
CONTOUR INTERVAL = 2'



REVISION TABLE

NUMBER	DATE	DESCRIPTION

ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672

J·K·C ENGINEERING

PROPOSED DRIVEWAY GRADING
GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

DATE: 4/9/2020
PROJECT #: 18-44
DRAWN BY: SAS

SHEET TITLE:
STREET "B"
PLAN & PROFILE

SHEET NUMBER
C2.2B

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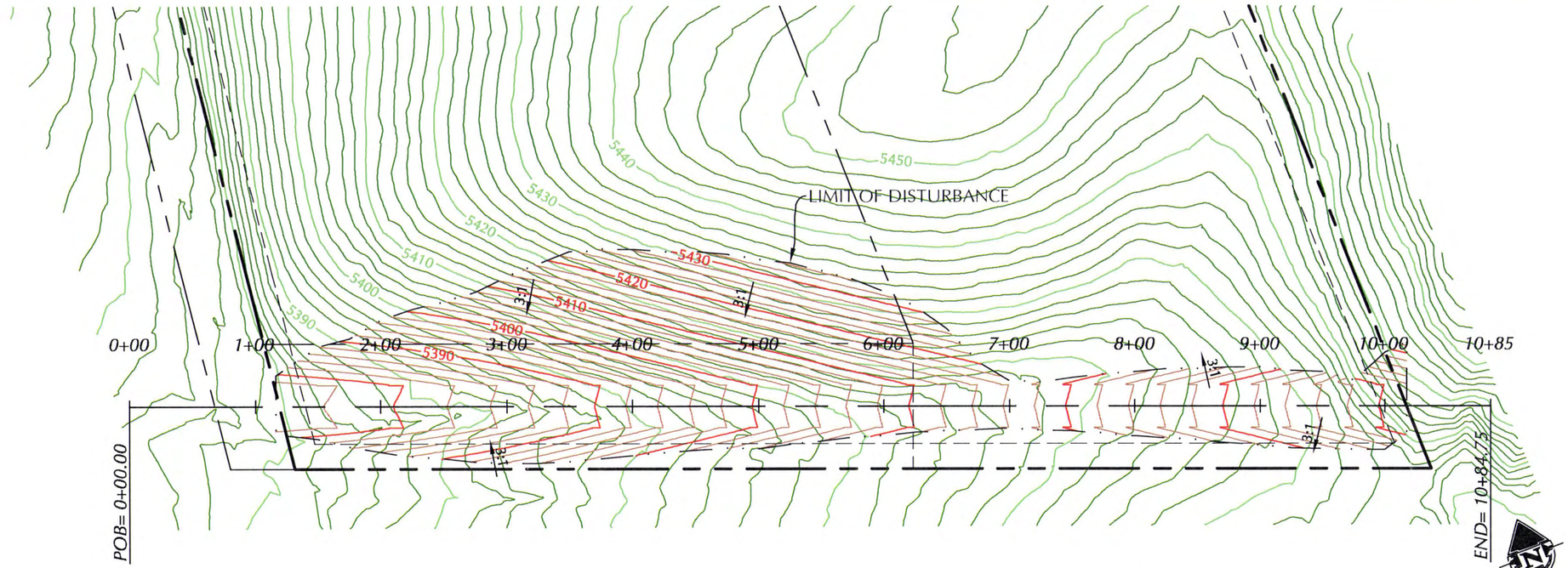
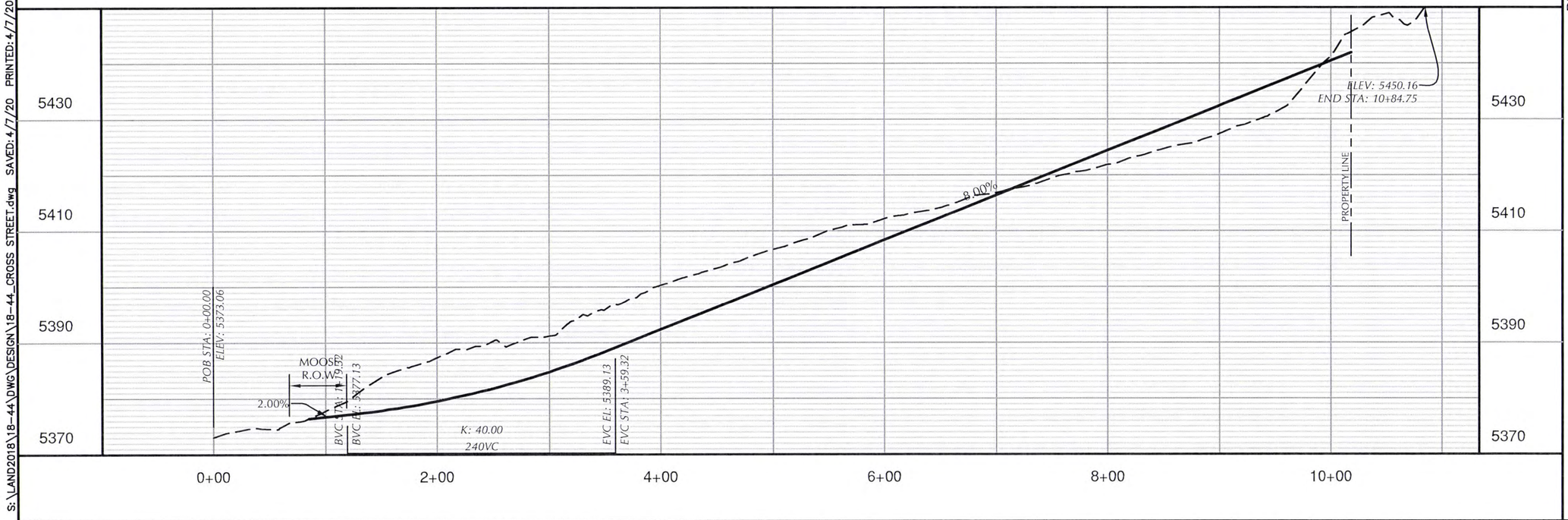


AREA OF DISTURBANCE = 2.07 ac.
VOLUME = 16,435 cu.yds. EXPORT
ROADWAY LENGTH = 898 ft.

HORIZONTAL SCALE: 1" = 100'
VERTICAL SCALE: 1" = 20'
CONTOUR INTERVAL = 2'



REVISION TABLE

NUMBER	DATE	DESCRIPTION

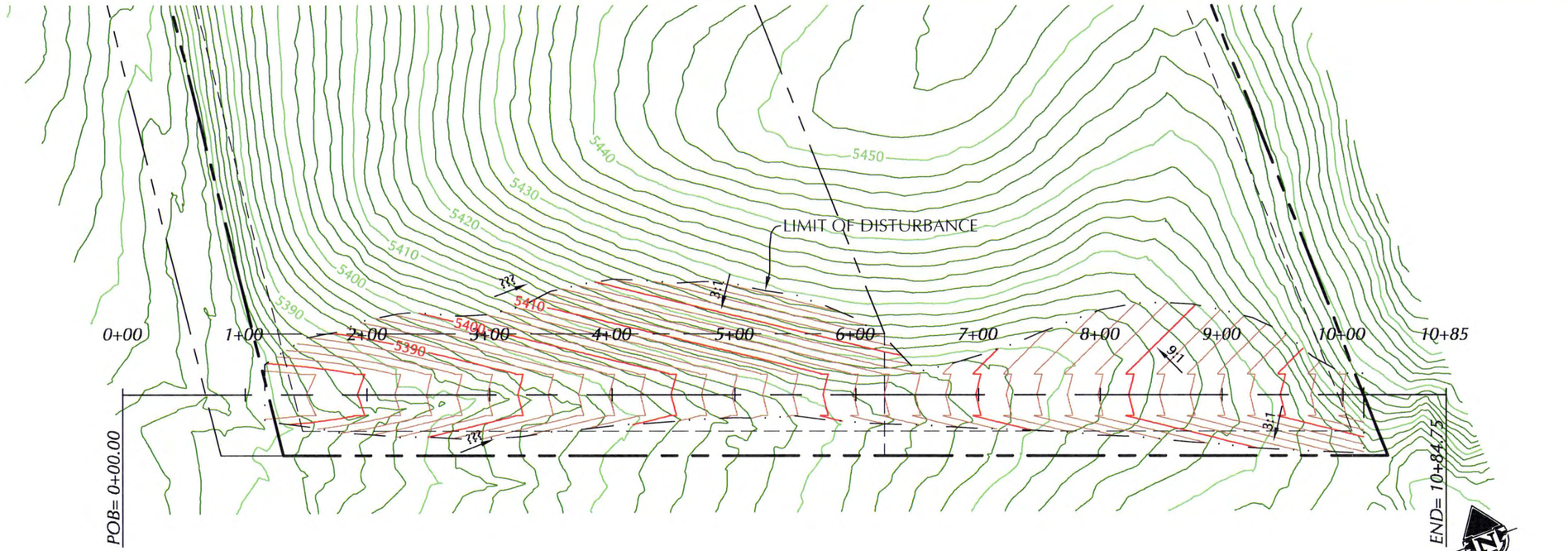
ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672

J·K·C ENGINEERING

PROPOSED DRIVEWAY GRADING
GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

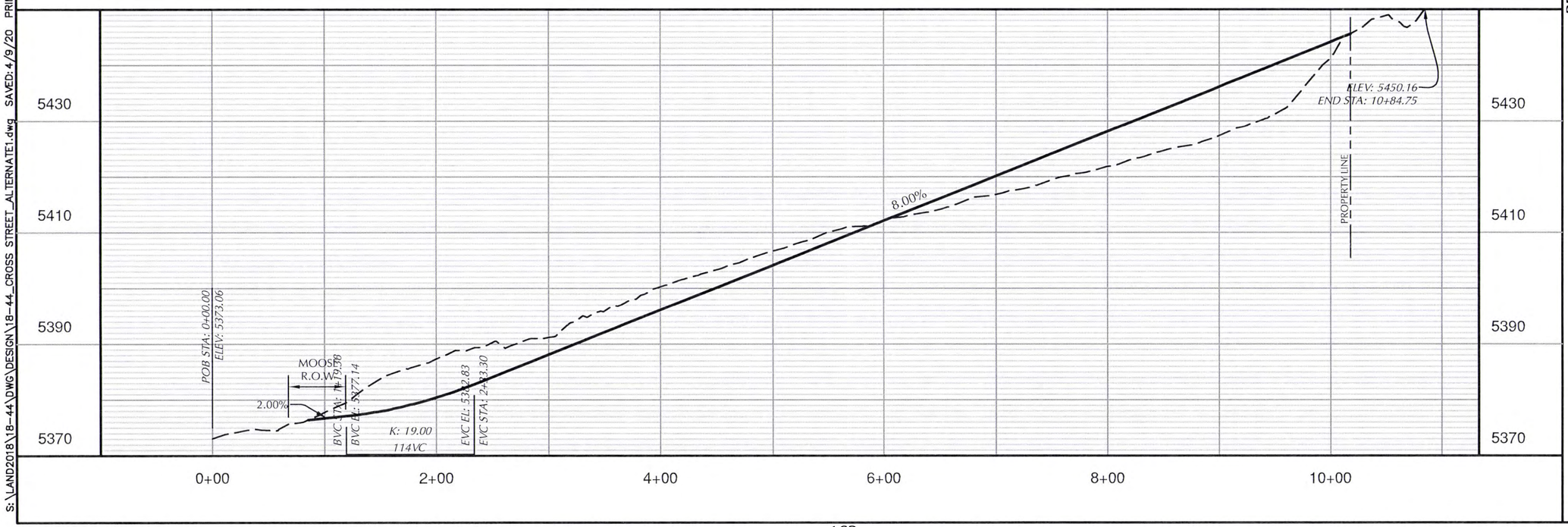
DATE: 4/6/2020
PROJECT #: 18-44
DRAWN BY: SAS
SHEET TITLE:
STREET "C"
PLAN & PROFILE
SHEET NUMBER
C2.3

S:\LAND2018\18-44\DWG\DESIGN\18-44_CROSS STREET.dwg SAVED: 4/7/20 PRINTED: 4/7/20 BY: SHANNON



AREA OF DISTURBANCE = 1.99 ac.
VOLUME = 5,177 cu.yds. FILL
= 2,867 cu.yds. EXPORT
ROADWAY LENGTH = 898 ft.

0 100
HORIZONTAL SCALE: 1" = 100'
VERTICAL SCALE: 1" = 20'
CONTOUR INTERVAL = 2'



REVISION TABLE

NUMBER	DESCRIPTION	DATE

ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672
J·K·C ENGINEERING

PROPOSED DRIVEWAY GRADING
GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

DATE: 4/9/2020
PROJECT #: 18-44
DRAWN BY: SAS
SHEET TITLE:
STREET "C"
PLAN & PROFILE
SHEET NUMBER
C2.3A

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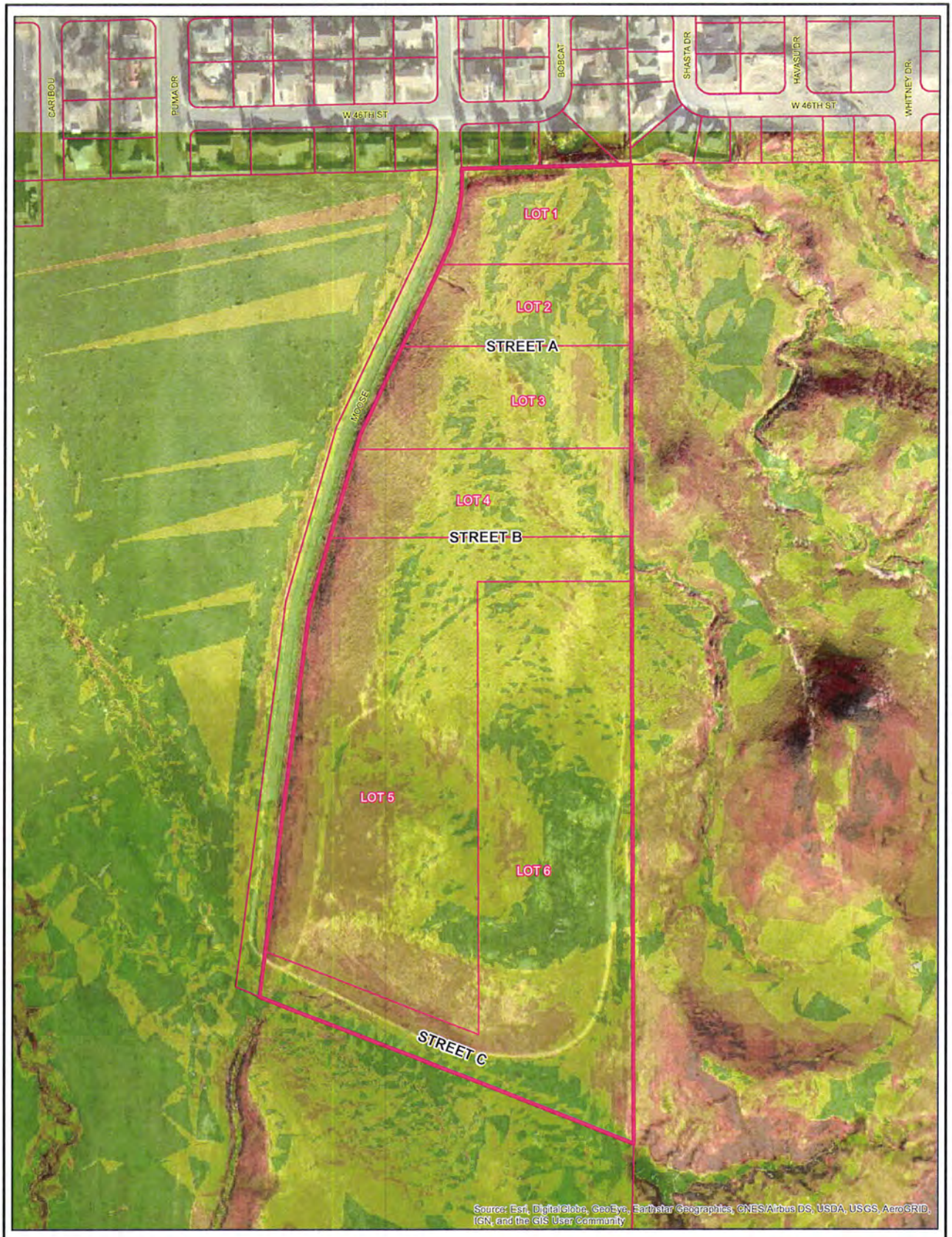
Moose
© 2020 Google
Image Landsat / Copernicus
356 ft
1994
Google Earth
Imagery Date: 9/1/2019 lat 42.894986° lon -106.262302° elev 5141 ft eye alt 6318 ft



LEGEND

PARCELS
- SUBJECT PROPERTY
- LOT LINES

SURFACE SLOPE
- 25% - 20-25%
- 15-20%
- 9-15%
- 5-8%
- 0-4%

N

0 500 Feet

GORGAN, LLC 3630 ERMINE CIRCLE CASPER, WYOMING 82604	**GORGAN HILLS ADDITION** **CASPER, WYOMING**	J·K·C ENGINEERING ENGINEERING • SURVEYING • GIS MAPPING CONSTRUCTION MANAGEMENT 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601 Ph: 307-265-4601 • Fax: 307-265-4672
SLOPE MAP	Drawn By: JRB	Date: 4/6/2020

PLANNING AND ZONING MEETING
THURSDAY, April 16, 2020
CITY COUNCIL CHAMBERS

These minutes are a summary of the meeting. For full details view online at www.casperwy.gov on the Meetings and Agendas web page. The Planning and Zoning Commission held a meeting at 6:00 p.m., on Thursday April 16, 2020, in the Council Chambers, City Hall, 200 North David Street, Casper, Wyoming.

Members Present: Bob King
Randy Hein
Fred Feth
Susan Frank
Terry Wingerter

Absent Members: Erik Aune

Others present: Craig Collins, City Planner
Dee Hardy, Administrative Support Technician
Wallace Trembath, Deputy City Attorney
Andrew Beamer, Public Services Director
Jesse Morgan, 3630 Ermine Circle
John Bryson, 111 West 2nd Street, Suite 420
Connie Rodgers, 4511 Moose
Cheryl Hackett, 4441 Moose
Fred Kuck III, 5865 Bell Valley Road

I. MINUTES OF THE PREVIOUS MEETINGS

Chairman King asked if there were additions or corrections to the minutes of the March 19, 2020 Planning & Zoning Commission meeting.

Chairman King called for a motion to approve the minutes of the March 19, 2020 Planning & Zoning Commission meeting.

Mr. Wingerter made a motion to approve the minutes of the March 19, 2020 meeting. The motion was seconded by Mr. Feth. All those present voted aye. Motion carried.

II. PUBLIC HEARING

The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their Public Hearing until next month in anticipation of more Planning Commission members being present, if they so desire.

> **PLN-20-012-R** – A vacation and replat of Lot 1, Block 1, Cemetery Addition, to create Gorgan Hills Addition, comprising 31.52-acres, more or less, generally located south of West 46th Street, and east of Moose Street. Applicant: Gorgan, LLC.

Craig Collins, City Planner presented the staff report and entered fifteen (15) exhibits into the record for this case. The staff report recommends the following two (2) Conditions:

1. The plat shall be amended to add cross streets through the subdivision, from Moose Street to the eastern boundary, to comply with the City's maximum block length requirements found in Section 16.16.020.

2. The plat shall be amended to dedicate the necessary right-of-way at the south end of Moose Street for the construction of a standard City cul-de-sac or turnaround, and the applicant/owner shall construct said cul-de-sac or turnaround prior to the issuance of any Certificates of Occupancy for any structures in the subdivision.

Chairman King opened the public hearing and asked for the person representing the case to come forward and explain the application.

Jesse Morgan, 3630 Ermine Circle, spoke in favor of this case. He stated that he was going to let John Bryson with JKC Engineering speak about the replat.

John Bryson, 111 West 2nd Street, Suite 420, advised that the replat would create large rural type lots for four (4) residences. He noted materials had been provided in the packet pertaining to the cost of constructing streets. The topography of the land is not conducive for street construction.

Mr. Wingerter asked if there would be another entrance to the subdivision besides Moose street, and would there be a Home Owners Association (HOA)?

Mr. Morgan replied there would not be another entrance, and there would be covenants but not a Home Owners Association (HOA).

Chairman King asked Mr. Morgan if the two (2) Conditions listed in the staff report were acceptable.

Mr. Morgan stated that he objects to the construction of streets. He mentioned the grade limitation required by Municipal Code and it being cost prohibitive to the project.

Chairman King asked Andrew Beamer, Public Services Director to address the Municipal Code requirements for street construction.

Andrew Beamer, Public Services Director stated that the Municipal Code does allow for a 15% grade in areas deemed "hilly."

Mr. Morgan advised that he still objects to cross streets in the development.

Chairman King asks staff to educate the Commission regarding the benefits of cross streets.

Mr. Collins advised that the cross streets would allow future access when development occurs adjacent to the proposed project multiple points of access, redundant utility connections. He noted that this is the only one opportunity to ensure adequate future access.

Mr. Feth mentioned receiving a letter with concerns about drainage.

Mr. Bryson advised the area would be developed for residential homes and the drainage would not be impacted.

Mr. Beamer stated he agrees with Mr. Bryson's assessment that drainage would not be impacted by this development.

Mr. Wingerter reiterated his concern for another access into the area. He notes the area is used for exercise by the neighborhood and asks if the Fire Department has any concerns with the proposed replat.

Mr. Collins advised that the Fire Department is involved in the review process and the Planning Office did not receive any comments from them.

Chairman King asked for anyone wishing to comment in favor of, or opposition to this case.

Connie Rodgers, 4511 Moose, states she has a concern about the access to State Public Land. She suggests the applicant could place an access walkway along the power line easement.

Mr. Hein suggested that should the Planning Commission require a cross street as required by code, that would provide access to the State Land. He asked staff to clarify street and block length requirements.

Mr. Collins stated that per Municipal Code maximum block length would be 750 feet with a midblock pedestrian trail, or 500 feet without a midblock pedestrian trail. The street is approximately 2000 feet in length.

Ms. Frank asked staff if the upgrade to Moose Street would be the expense of the developer.

Mr. Collins replied, no the City of Casper would be responsible for the upgrade/improvements to Moose Street, as it is a developed, and dedicated City right of way.

Cheryl Hackett, 4441 Moose, stated the following concerns:

- Preserving access to State Land along the north end of Lot 1. She mentioned the fence line along West 46th Street could be used to preserve a trail that could be used to access State Land.
- A significant increase in traffic on Wolf Creek Road with the addition of six (6) homes. She noted that there are several children in the area.
- A need for additional streets in the proposed area.
- Cited that Moose is in need of repaving, and now understands that would be the responsibility of the City.
- Dust and dirt coming from the construction site.
- Asked to go on record that she believes that Mr. Morgan acquired the property while he served on the City Council. She noted that this was not the forum to address this concern, and will take it up with City Council.

Mr. Wingerter asked if she is against the proposed project, or would just like an additional access.

Ms. Hackett advised she is not opposed to development, but would like to have a trail to the State land and an additional access street, and street connectivity per City Code requirements.

Mr. Hein regarding dust and dirt, stated construction is a temporary situation and it would be different if there were going to be 20-30 homes instead of the proposed six (6).

Ms. Frank asked if a condition could be made to recommend connectivity?

Mr. Trembath addressed the Commission regarding the unusual circumstances for the hearing this evening, and advised that everyone that spoke should be called, again, to give them a chance for a rebuttal. He advised that the Commission is considering a land use case with a legal land owner this evening.

Ms. Rodgers did not have a rebuttal, but did state she likes Mr. Hein's suggestion requiring a street within the subdivision for connectivity.

Mr. Morgan stated he would let Mr. Bryson, surveyor, address comments.

Mr. Bryson advised that placing a street near the middle of the property would be the most challenging to build, and cost prohibitive for the applicant.

Mr. Morgan stated they had no problem with the requirement to build a cul-de-sac at the end of Moose Street.

Mr. Morgan stated that the majority of the concerns were about access to State Land. He noted that Whitney Drive is an additional access to the State Land. He advised that having to add a street would affect his plans for development. To address the comment that he purchased the property while serving on the City Council, he stated that the sale occurred between two (2) private property owners, not directly from the City to him.

Chairman King advised that the Planning and Zoning Commission is not the venue to address the issue of a sitting Council member acquiring property. He stated that would be best for City Council to address.

There being no others to speak Chairman King closed the public hearing and entertained a motion to approve, deny or table PLN-20-012-R.

Mr. Wingerter made a motion to approve case PLN-20-013-R, a replat creating Gorgan Hills Addition with Conditions #1-2 listed in the staff report, and forward a "do pass" recommendation to City Council. The motion was seconded by Mr. Hein.

There was discussion on:

- Placing a condition that would require the construction of three (3) streets that would go nowhere.
- Whitney Drive and Camelback having connectivity to State Land.
- The current proposal only having one ingress/egress on Moose Street.
- Does the recommendation have to require a certain number of cross streets? Mr. Collins advised that it does not. The recommendation in the staff report was taken from the Municipal Code. He noted that a different recommendation could strike a balance between the Code and the reality of the ground.
- Placement of a cross street should occur somewhere in the middle of the proposed development.

Chairman King asked Mr. Wingerter, if the motion currently on the floor could be amended. Mr. Wingerter stated an amended motion would be acceptable.

Mr. Hein made a motion to amend the original motion to locate a cross street in (approximately) between Lots 4 and 5. The motion was seconded by Mr. Feth. All those present voted aye. The motion was amended.

Chairman King called for a vote on the motion on the floor with the two (2) Conditions as amended. All those present voted aye. Motion Carried.

The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their Public Hearing until next month in anticipation of more Planning Commission members being present, if they so desire.

> **PLN-20-013-Z** – Petition for a zone change of Lots, 344 and 345, Kenwood Addition, located at the southwest corner of East 12th and South Melrose Streets, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business), to allow for the construction of a coffee shop. Applicant: Grit Line, LLC.

Craig Collins, City Planner presented the staff report and entered seven (7) exhibits into the record for this case.

Chairman King opened the public hearing and asked for the person representing the case to come forward and explain the application.

Fred Kuck, 5865 Bell Valley Road, explained that he was requesting a zone change of the lots for a drive-thru coffee shop.

Mr. Wingerter asked if the coffee shop would be a trailer?

Mr. Kuck replied that it would be a building, similar to the Starbucks located on North Center Street.

Chairman King asked for anyone wishing to comment in favor of, or opposition to this case.

There being no one to speak Chairman King closed the public hearing and entertained a motion to approve, deny or table PLN-20-013-Z.

Mr. Wingerter made a motion to approve case PLN-20-013-Z, zone change Lots, 344 and 345, Kenwood Addition, to zoning classification C-2 (General Business) and forward a "do pass" recommendation to City Council. The motion was seconded by Ms. Frank.

Discussion:

Mr. Wingerter asked staff how the zoning could be R-2 (One Unit Residential). He noted previously a Mini-Mart convenience store had been at that location.

Mr. Collins stated that he was not certain how the zoning came to be R-2 (One Unit Residential).

Mr. Hein advised that this was the Planning Commission's opportunity to be historically correct and change the zoning to C-2 (General Business).

All those present voted aye. Motion Carried.

IV. COUNCIL ACTIONS:

The following item(s) have been approved by the City Council since the last Planning and Zoning Commission meeting.

A plat creating Garden Creek Square Addition No. 2.

A replat creating the Greenway Park III Addition and rezoning to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4.

A replat creating Kensington Heights Addition No. 1, and rezoning to R-2 (One Unit Residential).

V. SPECIAL ISSUES:

None.

VI. COMMUNICATIONS:

A. Commission:
Chairman King asked the Commissioners if they had any comments to share. There were none.

B. Community Development Director:
There were none.

C. Council Liaison:
There were none.

D. OYD and Historic Preservation Commission Liaisons
There were none.

Casper Historic Preservation
There were none.

E. Other Communications:

There were none.

Chairman King stated that the next Planning and Zoning Commission meeting will be held Thursday, May 21, 2020.

VII. ADJOURNMENT

Chairman King called for a motion for the adjournment of the meeting. A motion was made by Ms. Frank and seconded by Mr. Hein to adjourn the meeting. All present voted aye. Motion carried. The meeting was adjourned 7:43 p.m.

_____ _____

Chairman Secretary

ORDINANCE NO. 14-20

AN ORDINANCE APPROVING THE GORGAN HILLS ADDITION SUBDIVISION AGREEMENT AND A VACATION AND REPLAT CREATING GORGAN HILLS ADDITION, COMPRISING 31.52 ACRES, MORE OR LESS.

WHEREAS, an application has been made TO VACATE AND REPLAT Lot 1, Block 1, Cemetery Addition, to create the Gorgan Hills Addition Subdivision, comprising 31.52-acres, more or less, generally located south of West 46th Street and east of Moose Street (the "plat"); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, the vacation and replat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the requested vacation and replat; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation, replat and subdivision agreement should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Gorgan Hills Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Gorgan Hills Addition is hereby approved under terms and conditions of the Gorgan Hills Subdivision Agreement.

SECTION 3:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 19th day of May, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2020.

APPROVED AS TO FORM:

Walter Trembath

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 22, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
M. Jeremy Yates, MPO Supervisor

SUBJECT: Authorize a Lease with Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, for Two Buildings, Parking Area and Adjacent Land at 1715 East 4th Street, in an annual Amount of Twenty-Five Dollars ($25.00), commencing July 1, 2020 through June 30, 2022.

Meeting Type & Date:
Regular Council Meeting, June 2, 2020

Action type:
Resolution

Recommendation:
That Council, by resolution, approve the lease of two buildings, parking area, and adjacent land located at 1715 East 4th Street, to Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Years 2021 through 2022, at an annual rent of Twenty-Five Dollars ($25.00).

Summary:
Casper Area Transportation Coalition, Inc., (CATC), desires to continue leasing two buildings, and an adjoining parking area, for a term of two (2) years. The property shall be used for administrative offices, bus storage, and maintenance, in conjunction with the operation of the transportation system for the elderly, disabled, and general public for the Casper urbanized area.

Financial Considerations:
Funding for this Lease comes from the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, and from a Federal Grant (FTA Section 5307), City of Casper General Fund, and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City.

Oversight/Project Responsibility:
M. Jeremy Yates, MPO Supervisor

Attachments:
Casper Area Transportation Coalition Building Lease Agreement
Resolution

LEASE AGREEMENT

THIS AGREEMENT is entered into this 2nd day of June, 2020, by and between the City of Casper, Wyoming ("Lessor"), a municipal corporation, 200 North David, Casper, Wyoming, 82601, and the Casper Area Transportation Coalition, Inc. ("Lessee"), a Wyoming non-profit corporation, 1715 East 4th Street, Casper, Wyoming, 82601.

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. DESCRIPTION OF PROPERTY.

Lessor does hereby agree to lease to the Lessee upon the terms and conditions stated herein the following real property, together with all improvements thereon:

> The two buildings, adjacent parking area, and adjoining land located at 1715 East 4th Street, Casper, Wyoming, all as shown on Exhibit A, which is attached hereto and made part of this Agreement.

2. TERM OF LEASE.

A. The term of this Lease shall be for a period of two (2) years, commencing on the 1st day of July, 2020, and shall remain in force and effect to and including 30th day of June, 2022, unless terminated or extended according to the provisions of this agreement.

B. If Lessor does not agree in writing to extend the lease, it shall expire upon its own term at the end of the lease term. Rental for such renewal period, may, at the option of the Lessor, be increased.

C. Lessor shall conduct an inspection of the premises prior to any lease renewal (see Exhibit B). This inspection shall denote any repairs which must be made to bring the building or other property to the same or better condition than it is currently in by Lessee prior to any lease renewal being approved by the Lessor.

D. In the event Lessee does not extend the term of this lease as provided, and holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy at the same rental, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

E. This Lease is subject to continued agreements between the Lessor and Lessee for the operation of the Lessor's transit program as referenced in the "Professional Services

F. Contract for Transportation Service" dated June 2, 2020. In the event that the professional services contract is terminated, this Lease shall also be terminated.

G. This Lease is subject to and hereby incorporates by reference the terms and conditions of grants awarded by the Federal Transit Administration (FTA) as specified by the FTA Master Agreement dated October 1, 2012.

H. In the event that sufficient funding from FTA becomes unavailable for any reason as determined by the Lessor, this Lease shall be terminated.

3. RENT.

Lessee agrees to pay as total rental for the premises the amount of Twenty-Five Dollars ($25) per year.

4. USE OF THE PREMISES.

A. The property must be operated to serve the best interest and welfare of the Lessor and the public. Lessee shall use the premises for the sole and only purpose of administrative offices, vehicle storage, and maintenance in conjunction with Lessee's operation of a transportation system for the elderly, disabled, and general public of Casper and the urbanized areas consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall keep the property free and clear of all liens and encumbrances.

B. Lessee shall not commit, or allow to be committed, any waste on the premises. Lessee shall not maintain, commit, or permit to be maintained or committed any nuisance on the premises.

5. PROPERTY CONDITION AND REPAIRS

A. Lessee has inspected the property and accepts it "as is." The property must be maintained to a high level of cleanliness, safety, and soundness under maintenance procedures listed below.

B. Lessee shall acquire the services of a custodian or janitor for regular cleaning of the property.

C. Lessor shall maintain the grounds of the property.

D. Lessee shall make all repairs and maintenance, including but not limited to the roof, heating, air conditioning and mechanical systems, electrical systems, plumbing, etc., to the property at Lessee's cost. Lessee shall maintain the property in at least the same condition it is currently in. No alterations, modifications or additions to the premises may be made without written permission of Lessor.

6. CONDEMNATION.

A. If the leased premises or any portion thereof as will make the leased premises unsuitable for the purposes of the Lessee is condemned or taken under right of eminent domain by any legally constituted authority, then in either of such events, this lease shall cease on the date when possession is taken by the condemner and rent shall be due to the Lessor until said date.

B. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Lessor nor Lessee shall have any rights in or to any award made to the other by the condemning authority.

7. TERMINATION.

Lessee may terminate this Lease Agreement; provided, however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date. Lessor may terminate, without declaring a default, by also providing written notice to Lessee thirty (30) days before intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 6 above.

8. INSURANCE AND INDEMNIFICATION.

A. Lessee shall indemnify Lessor and save Lessor harmless from any and all claims, actions, damages, liability, and expense in connections with the loss of life, personal injury, and/or damage to property occurring in or about, or arising from or out of the premises, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors customers, or employees.

B. Lessee agrees to keep the demised premises insured with commercial general liability and commercial property insurance with the following coverages and limits:

Commercial General Liability	
Personal Injury and Advertising Injury	$ 500,000
Per Occurrence Limit	$ 500,000
Fire/explosion/water damage limit	$ 500,000

Medical Expense Limit (Any one Person)	$ 10,000
Commercial Property	
Maximum Deductible per Occurrence	$ 1,000
Building replacement Cost	
1701 East 4th Street - Frame 1,098 square feet	$ 164,700
1715 East 4th Street - joisted masonry, 8,641 square feet	$ 345,640
Sign	$ 5,000

C. Lessee shall furthermore provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor. Lessee shall provide Lessor with proof of insurance evidencing such insurance as outlined above immediately after execution of this agreement and prior to use of the property. Such proof of insurance shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal. In addition, the Lessee shall provide the Lessor with copies of proof of coverage and/or policy endorsements. The Lessor's failure to request or review such proof of coverage shall not affect the Lessor's rights or the Lessee's obligation hereunder.

D. Lessee further agrees to hold the Lessor harmless and defend the Lessor in any and all suits, claims, demands, or actions arising from or relating to the use of the property by Lessee.

9. PERSONAL PROPERTY AND RISK OF LESSEE.

Personal property on the premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the premises not due to Lessor's negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the premises or from pipes or plumbing works of the same, or from any other place.

10. DEFAULT.

Any of the following events shall constitute a default of this lease:

A. The Lessee's failure to pay any rent to Lessor when the same is due and payable under the terms of this lease.

B. Lessee's failure to perform any other duty or obligations imposed upon it by this lease, and such default having continued for a period of ten (10) days after written notice thereof has been given by Lessor.

C. The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of an assignment for the benefit of creditors by Lessee.

D. The sale of the interest of Lessee in the premises under execution or other legal process.

E. In the event of any such default of Lessee, Lessor may at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default, whether created by statute or case law, and without terminating this lease, re-enter the premises and take possession of the same, and all equipment and fixtures therein, and at any time re-let the premises or any part thereof for the account of Lessee, for such terms upon such conditions and at such rental as Lessor may deem proper. In such event, Lessor may receive and collect rent from such re-letting and apply it against any amount due from Lessee hereunder, including, without limitation, such expenses as Lessor may have incurred in recovering possession of the premises, placing the same in good order and condition, and all other expenses, commissions, and charges, including attorney's fees, which Lessor may have paid or incurred in connection with said repossession and re-letting. Lessor may execute any lease made pursuant hereto in Lessor's name or in the name of Lessee, as Lessor may see fit, and Lessee shall have no right to any rent collected thereunder. Whether or not the premises are re-let, Lessee shall pay Lessor all amounts required to be paid by Lessee to the date of Lessor's re-entry, and, thereafter, Lessee shall pay Lessor, until the end of the term hereof, the amount of all rent and other charges required to be paid by Lessee hereunder, less the proceeds of such re-letting during the term hereof, if any, after payment of Lessor's expenses as provided above. Such payment by Lessee shall be done at such times as are provided elsewhere in this lease, and Lessor need not wait until the termination of this lease to recover these sums.

F. Lessor shall not, by any re-entry or other act, be deemed to have terminated this lease or the liability of Lessee for the total rent reserved hereunder unless Lessor shall give Lessee written notice of Lessor's election to terminate this lease.

G. Lessor shall have the right to cancel and terminate this lease upon default by giving written notice to Lessee, and upon such termination, Lessor shall have the right to re-enter the premises and take possession of the same and all equipment and fixtures therein. In such event, Lessor shall thereupon be entitled to recover from Lessee the greater of the rent and other charges required to be paid by Lessee hereunder for the balance of the term hereof (if the lease had not been so terminated), or the then reasonable rental value of the premises for the same period.

H. Lessor shall not be deemed in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within ten (10) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligations; that if the nature of the Lessor's obligation is such that more than ten (10) days are required for its

performance, then Lessor shall not be deemed to be in default if it shall commence such performance within such ten (10) day period.

11. LIEN ON PERSONAL PROPERTY AND ABANDONED PROPERTY.

A. All goods, chattels, fixtures, and other personal property belonging to Lessee which are in or are put into the premises during said term shall at all times be bound with a lien in favor of Lessor and shall be chargeable for all rent hereunder and the fulfillment of all other covenants and agreements herein.

B. Should Lessee vacate or abandon the premises and leave any goods or chattels in, upon, or about the premises for a period of more than ten (10) days after such vacation or abandonment or after termination of this lease in any manner whatsoever, then Lessor shall have the right to sell, after ten (10) days written notice to Lessee, all or any part of the property at public or private sale and apply the proceeds of such sale first to the payment of all costs and expenses of conducting the same and caring for or storing the goods and chattels and, second, to apply to the balance, if any, of any indebtedness due from Lessee to Lessor.

12. ENVIRONMENTAL COMPLIANCE.

A. Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001 et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property, in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

B. Lessee shall immediately advise Lessor, in writing, of: 1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by

any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

C. Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations which had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

D. Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

1. All foreseeable and unforeseeable consequential damages;

2. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,

3. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

E. Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions which arose on the leased property subsequent to Lessee's possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for

conditions arising on the leased property which are caused by Lessor.

13. ASSIGNMENT, MORTGAGE, OR SUBLEASES.

Lessee shall not assign, sell, mortgage, pledge, transfer or encumber this lease or sublet the premises in whole or in part or permit the premises to be used or occupied by others without the prior consent in writing of Lessor.

14. NUISANCE.

The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and municipal government, and of any and all of their departments and bureaus applicable to said premises.

15. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

The Lessor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq. The Lessor specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

16. LESSOR'S RESERVED RIGHTS.

Lessor reserves the right to make repairs and improvements, structural or otherwise, in or to the premises as Lessor deems desirable or necessary, so long as said improvements do not interfere with the operation of the conduct of business by the Lessee.

17. GROUNDS MAINTENANCE.

Lessor shall maintain the turf areas. The Lessor shall maintain the irrigation system on the premises, and Lessee shall be liable to the Lessor for damages caused to the leased premises by its operations or failure to properly maintain premises.

18. TAXES.

Lessee shall pay any real estate taxes due on the property when these taxes are due. Lessee shall annually show Lessor the receipt of payment of any real estate taxes as soon as the taxes are paid.

19. UTILITIES.

Lessee shall be responsible for all charges for gas, water, sewer, electricity, light, heat,

power, garbage, cable television, telephone, internet or other communication service used, and any other utility service, rendered, or supplied upon or in connection with the leased premises and shall indemnify the Lessor against any liability or damages on such account.

20. NOTICE.

Any notice or demand required by the provisions of this lease to be given to either of the parties shall be deemed to have been given adequately if sent by United States certified or registered mail to the following addresses:

Lessor: City of Casper
200 North David Street
Casper, WY 82601

Lessee: Casper Area Transportation Coalition, Inc. (CATC)
1715 East 4th
Casper, WY 82601

21. NON-SMOKING PREMISES.

The property shall remain non-smoking premises. Casper Municipal Code Chapter 8.16 shall be in effect and enforceable for the buildings on the premises, which shall be considered to be a public place where smoking is prohibited.

22. SIGNS ON PROPERTY.

Lessee shall receive written approval from the City Manager or his designee, prior to placing any signs upon the property. Lessee shall coordinate with the City Manager or his designee regarding the design of any signs prior to requesting such approval.

23. INSPECTION.

Lessor and the Federal Transit Administration (FTA) shall have the right to enter and inspect the premises at all reasonable times. These inspections shall be for the purpose of confirming the existence, condition, and the proper maintenance of the buses and Lessor-owned facilities.

24. INDEMNIFICATION.

A. This agreement is made upon the expressed condition that the Lessor shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in or upon the premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or

under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor. Lessee agrees that it will protect, indemnify, and hold harmless the Lessor from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring. Lessee further agrees to defend the Lessor, in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the Lessor is named as a defendant in said court action.

B. The Lessee shall further indemnify Lessor against all expense, liabilities and claims of any kind including reasonable attorney fees by or on behalf of any person or entity arising out of either: 1) a failure of the Lessee to perform any of the terms and conditions of this lease; 2) any injury or damage happening on or about the demised premises; 3) failure to comply with any and all law and any governmental authority; or, 4) any mechanics lien or security interest filed against the demised premise or material or alteration of said property.

25. MISCELLANEOUS.

A. This agreement shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, and assigns.

B. Time is of the essence in all provisions of this lease.

C. The failure of Lessor to insist upon strict performance of any of the covenants, agreements, or obligations of this lease shall not be deemed a waiver of any subsequent breach or default of any of the covenants, agreements, or obligations of this lease.

D. Authorized representatives of Lessor may have access to the demised premises at all reasonable hours for the purpose of servicing the utilities that are presently situated on the leased premises. The Lessor further reserves the right to add or place additional utilities in the leased premises at any time.

E. Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to the Lessor.

F. In the event it becomes necessary for Lessor to file suit for the enforcement of any of the terms herein, the Lessor shall be entitled to collect from the Lessee all attorneys' fees and costs. The parties agree that jurisdiction over any disputes to this agreement shall lie in Natrona County, Wyoming.

G. This agreement shall constitute the entire agreement between the parties and any

prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party, except to the extent incorporated in this agreement. All verbal agreements and understandings have been fully set forth herein. No modifications to this agreement may be made unless they are made in writing and signed by both parties.

H. The undersigned warrant they have authority to execute this agreement on behalf of Lessor and Lessee.

I. Lessee shall not, in any connection with the premises, discriminate against any person in any manner because of race, color, religion, sex, national origin, or disability.

EXECUTED this day and year first above written at Casper, Wyoming.

APPROVED AS TO FORM

Walter Trauterman

LESSOR:
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

ATTEST:

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By:

Printed Name: John E. Jones

LESSEE:

Louis Grunewald, President

EXHIBIT A
PROPERTY MAP

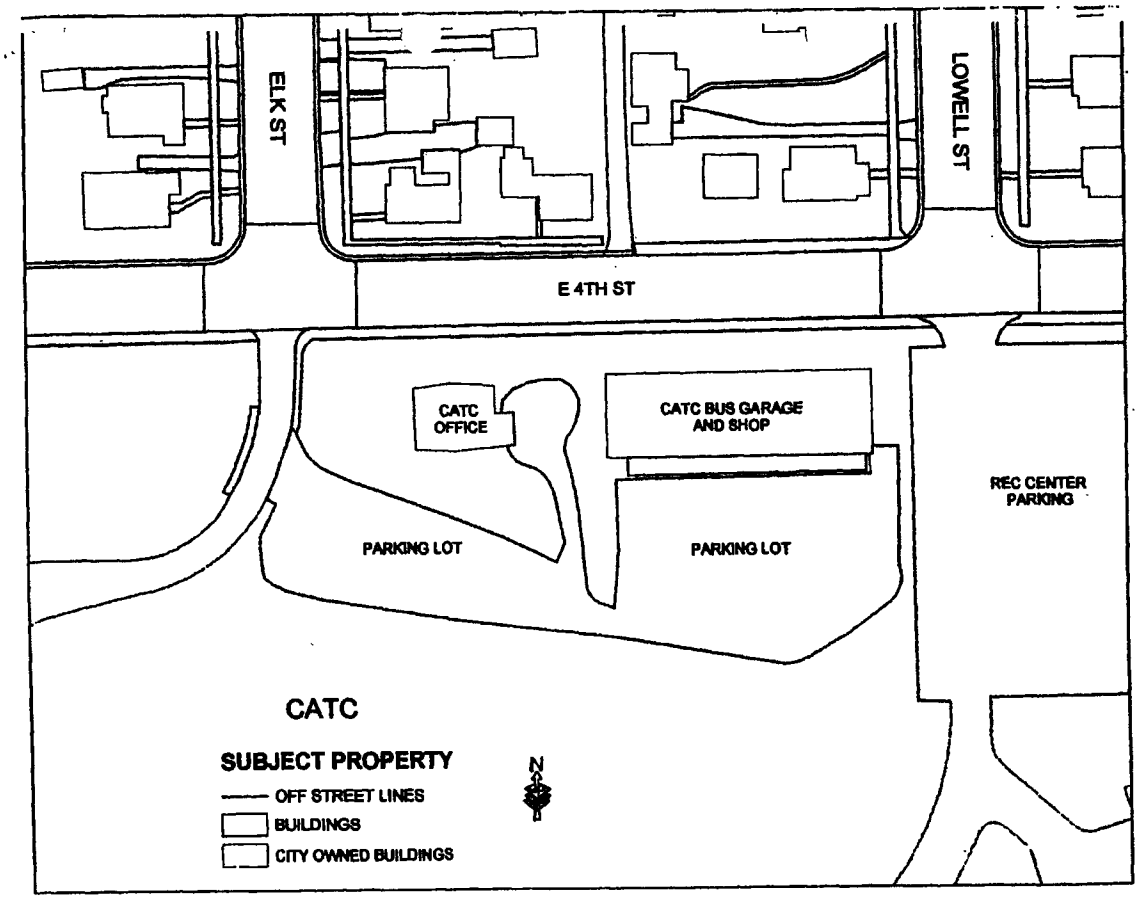


EXHIBIT B

INSPECTION FORM

BUILDING LEASE: CATC

INSPECTION LEGEND: 0 - N/A 1 - GOOD 2 - FAIR 3 - BAD 4 - REPLACE MONTH INSPECTED:

LOCATION: LESSEE SHALL BE RESPONSIBLE FOR ALL CUSTODIAL SERVICE, AND MINOR MAINTENANCE OF THE BUILDING, INCLUDING BUT NOT LIMITED TO:	EXTERIOR RESPONSIBILITY																						INTERIOR RESPONSIBILITY																						COMMENTS:
	MOWING & TRIMMING	FERTILIZING & WATERING	TREE & SHRUBS ABOVE 8' HIGH (REQUESTED)	TREE & SHRUBS UP TO 8' HIGH	FENCES	GATES	PARKING LOTS LIGHTS (WHEN REPORTED)	LIGHTING UP TO 8' HIGH	LIGHTING ABOVE 8' HIGH	SPRINKLERS REPAIR	SPRINKLERS WINTERIZATION	LOCKS ON CITY MASTER SYSTEM PRIMUS	GROUND HAZARDS	CONCRETE SURFACES REPORTED	SNOW REMOVAL OF ALL SURFACES	CLEANING OF ALL WINDOWS	ELECTRICAL	SUPPLIES & MATERIALS	PARKING LOT AREAS (ASPHALT)				ALL CUSTODIAL SERVICE	MINOR MAINTENANCE OF BUILDING	ALL FLOOR CARE	PAINTING	LIGHTING	CLEANING OF ALL WINDOWS	PLUMBING	HVAC CONTRACT	ELEVATOR CONTRACT	FURNITURE AND REPAIR	ELECTRICAL	SUPPLIES & MATERIALS								
INSPECTION LEGEND																																												
LESSEE																																												
(CITY) LESSOR																																												

LEASE ADMINISTRATOR SIGNATURE: Liz Becher

DATE: _____

LESSEE: SIGNATURE: _____

DATE: _____

RESOLUTION NO. 20-112

A RESOLUTION AUTHORIZING A LEASE TO THE CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR TWO BUILDINGS, THE PARKING AREA, AND ADJACENT LAND AT 1715 EAST 4TH STREET.

WHEREAS, the City of Casper, Wyoming, is the owner of the two buildings, the parking area, and adjacent land located at 1715 East 4th Street.

WHEREAS, the Casper Area Transportation Coalition (CATC) has requested to lease said property under the terms and conditions set forth in the Lease Agreement; and,

WHEREAS, the term of the Lease Agreement shall be for two (2) years commencing on July 1, 2020, to and including June 30, 2022, for an annual lease fee of Twenty-Five Dollars ($25) for two buildings payable to the Lessor at 200 North David Street, Casper, Wyoming; and,

WHEREAS, the property shall be used for administrative offices, bus storage, and maintenance in conjunction with the Lessee's operation of a public transportation system in the Casper Urbanized Area, consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement between Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation and The City of Casper.

PASSED, APPROVED, AND ADOPTED on this 2nd day of June, 2020.

APPROVED AS TO FORM:

Wallie Trumbo

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

May 22, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
M. Jeremy Yates, MPO Supervisor

SUBJECT: Authorize a Contract for Professional Services with the Casper Area Transportation Coalition for Transit Operations in an Amount not to Exceed $2,270,346.

Meeting Type & Date:
Regular Council Meeting, June 2, 2020.

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a Professional Services Contract with the Casper Area Transportation Coalition (CATC) for transit operations in an amount not to exceed $2,270,346.

Summary:
On January 31, 2020 the City's Metropolitan Planning Organization Division publicly advertised a Request for Proposals (RFP) from contractors interested in managing and operating the Casper Area Transit Services within the City of Casper, Town of Mills, Town of Bar Nunn, and Town of Evansville for the next two (2) years. The RFP was advertised in the newspaper and was placed on the City website. Responses were due March 13, 2020.

The City received one proposal from the Casper Area Transportation Coalition (CATC) who has been operating the fixed route and demand response transit services on behalf of the City since 1982. The contract is renewable from year to year for a maximum of two years. This agreement is for the first year of the contract term.

Financial Considerations:
The 2010 Census identified the Casper area as an urbanized area with a population in excess of 63,500 people. As an urbanized area, the City of Casper is qualified to receive Federal Transit Administration (FTA) 49 U.S.C. § 5307 funds and Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds. These funds can be used for capital, planning, and operating expenses for the City's local transit system.

Funding for this Agreement comes from the CARES Act, and from a Federal Grant (FTA Section 5307), City of Casper, and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City. The total City contract for CATC transit services in FY 2021 includes $1,803,346 in CARES Act funds and $217,000 in FTA 5307 funds for

operating and capital assistance, $150,000 for operating and capital assistance from the City of Casper; and up to $100,000 that will come from CATC through their service contracts with Mills, Evansville, Bar Nunn, Natrona County, WYDOT, and private organizations to function as the remaining match on the Federal transit grant.

Oversight/Project Responsibility:
M. Jeremy Yates, MPO Supervisor

Attachments:
Contract for Professional Services
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2nd day of June, 2020 by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Casper Area Transportation Coalition, Inc., a Non-Profit Corporation, 1715 East 4th, Casper, Wyoming 82601, hereinafter referred to as "CATC" ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to support transit services in the City.

B. The project requires professional services for the demand response and fixed route transportation for the City and members of its general public.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The City, through the City Community Development Director, shall be responsible for administering this agreement and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to the Board of the Contractor. At the option of the City, the City may assign all or any portion of grant administration to Contractor.

The Contractor shall perform the following services in connection with and respecting the project:

A. Contractor shall operate a demand response transportation system for the general public of the City, and the urbanized area of Mills, Evansville, Bar Nunn, and parts

of Natrona County. The boundaries of the urbanized areas are shown on Exhibit "A." The Contractor shall place an emphasis on services for the elderly and disabled.

B. Contractor shall operate a fixed route transportation system for the general public of the City within the boundaries of the City of Casper.

C. Contractor shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with approval of the City.

D. Contractor shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with the approval of the City.

E. Contractor shall promote the services offered through appropriate informational programs. The programs must be approved by the City prior to implementation.

F. Contractor shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.

G. The City reserves the right to contract with additional carriers for transit service during the terms of this or any subsequent contract. The City may, but need not offer the Contractor the opportunity to expand its existing services to meet any increased demand prior to adding any additional carriers.

H. Fares: Fares and methods of fare payment charged to passengers and attendants shall be set by the City. Provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one-half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of the Contractor and considered program income. The City has the option to alter fares during the course of the Contract. The City will notify the Contractor of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this Contract, the demand response fare shall be Two Dollars ($2.00) for the elderly and disabled and Five Dollars ($5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar ($1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until

such time as amended by the City.

General fixed route fare is One Dollar ($1.00) per trip, Student fare is Seventy-Five cents ($0.75) per trip, reduced fare is Fifty cents ($0.50) and children five (5) years and under are free. While the general fixed route fares are set by the City, the criteria for reduced fare are determined by the Americans with Disabilities Act.

A route deviation is $1.00 for the elderly, disabled, or Medicare recipients. A route deviation is $2 for the general public.

I. Group Trips: Contractor shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance, including those originating from other City departments. Use of transit vehicles by City staff is permitted under certain conditions. The City may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year according to 49 CFR Part 604.

Contractor shall, in writing, refer all requests for special group trips originating from non-City organizations to the private sector and receive written comment from the private sector prior to the Contractor agreeing to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

J. Annual National Transit Database Submission: When required, the Contractor shall be responsible for completing an Annual National Transit Database Submission in a timely manner and in accordance with FTA regulations, and submitting the same to the Federal Transportation Administration (FTA). The Contractor shall provide the City with a copy of all completed documents, including correspondence from FTA to the Contractor relating to the Annual National Transit Database Submission, as well as all revisions submitted to FTA by the Contractor. If a problem is encountered with the Annual National Transit Database Submission, the Contractor shall immediately notify the City of the problem and recommend action to mitigate the same.

K. Other Reports and Records:

1. Contractor shall keep and maintain proper records reflecting all revenues and expenditures.

2. Financial Performance Report.
Contractor shall keep separate written financial and performance records in accordance with regulations and procedures specified by FTA and provide those records to the City for the City's required grant compliance reporting. These reports will be provided in both paper and electronic formats. The

financial performance report shall include, but is not limited to, the following:

Monthly

- Passenger count by jurisdiction.
- Passenger count by route.
- Passenger count by fare type.
    - **The Bus**
        - General Public
        - Students
        - Reduced Fare
        - Children under 5
        - Reduced Fare Pass
        - Student Pass
        - General Public Pass
    - **CATC**
        - General Public Fare
        - Reduced Fare
        - Children under 12
- Odometer readings for all vehicles.
- Condition of each transit vehicle.
- Number of individuals served.
- One-way trips.
- Vehicle hours and miles.
- Maintenance records by vehicle number giving dates, types of service, warranty work, etc.
- Cost of operation.

3. Access to Records - Contractor agrees to give the City, FTA, or its designee, general access to all agency records in conjunction with this Contract (except as provided by law), including, but not limited to, program records and reports.

4. Timelines - All monthly reports shall be prepared and submitted to the City no later than the date of the Contractor's monthly Board of Directors meeting. Failure to prepare and submit said reports to the City by the stated deadlines may at the option of the City terminate this Contract.

L. Annual Planning and Operations Report: As part of annual grant compliance, Contractor shall prepare and submit an annual operations report to the Community Development Director, by January 15 of the contract year which includes, but is not limited to, the following:

1. Description of activities undertaken in the previous fiscal year, including:

   a. Benefits derived by the community resulting from transit service provided under this Contract during the previous fiscal year.

   b. Description and analysis of the existing system, including, but not limited to:

      i. Description of operations, including hours of operation, location and description of operations location, service area, number of rides provided, ridership profile, and operating costs, etc.
      ii. Inventory of fleet, including fleet size, type, year of manufacture, condition, service history during previous year, and anticipated year each vehicle will be retired.
      iii. Inventory of all capital items owned by the City.

   c. Summary of actions taken by the Contractor in response to specific City requests made in writing by the Community Development Director during the contract year.

   d. Summary of specific actions taken by the Contractor to implement projects that were planned in the prior contract year.

2. Description of Public Outreach efforts:

   a. Hold a minimum of one (1) meeting with the general public in March of each year during the term of the Contract, to discuss the existing service needs and proposed service changes (if any). Prepare a summary of the same for the Community Development Director.

      i. These meetings should be publicly advertised for a designated time and place.
      ii. Meetings may come in many different forms, such as presentation, an open house, a charrette, a panel discussion, a stakeholder meeting, a public hearing, or other City-approved formats.
      iii. The meetings should address a specific agenda to be determined in consultation with the City.
      iv. The March meeting should address the annual Program of Projects and TIP required for FTA.
      v. A presentation, discussion, or activities to facilitate the advertised agenda.
      vi. Data collection, if necessary.

vii. Opportunities for public comment.
viii. Informal activities, which may address but are not focused on transit, do not meet the intent of this section unless the Contractor receives prior approval from the City.

b. Document informal activities, such as community fairs or expos, presentations to civic groups, or related public meetings which may address transit issues.

3. Recommend to the Community Development Director activities to improve service and operations efficiency.

4. Recommend to the Community Development Director a three (3) year operations plan. The recommended plan shall include, but may not be limited to, the following:

a. Description of project operational goals, objectives, and performance measures.

b. Proposed preventive maintenance planning and scheduling and how the Contractor intends to ensure compliance with FTA regulations thereto.

c. Staffing levels and staffing issues.

5. Recommend to the Community Development Director a three (3) year financial plan. The recommended plan shall include, but may not be limited to, the following:

a. Complete financial information showing projected income by each source.

b. Total revenue from all sources.

c. Plans to request and use any State Transportation Grant Funds the Contractor receives from the State. The City reserves its right to reject any and all of the proposed expenditures. In addition, the City retains its prerogative to substitute, or offer alternative transit projects for which the funds will be used.

d. This information shall include, but may not be limited to, projected local match, program income, contract revenue, donations, etc.

6. Recommend to the Community Development Director a three (3) year capital plan with and written justification for the same.

a. This summary shall include specifics on each proposed capital purchase, including use, estimated cost, year of purchase, and expected life span, and method of finance.

b. A Fleet Management Plan which addresses the following over a five to ten (5-10) year period:

i. Vehicle type in operation and anticipated to be in operation
ii. Vehicle life expectancy
iii. Policies for Peak and Spare vehicles
iv. Strategies for acquisition of new vehicles
v. Policies for maintenance and operations
vi. Composition of the fleet

7. An implementation plan for the proposed activities described in items D, E, and F.

8. Assist, as requested by the Community Development Director, in the preparation of any other planning documents.

M. Turndowns:

Contractor shall, on a daily basis, record turndowns of trip requests. This information is to be provided to the Community Development Director by July 10th of each year.

N. Complaints:

Except as otherwise provided herein, the Contractor shall respond in writing to all complaints received from passengers or the general public, with a copy of said response forwarded to the Community Development Director. Contractor shall respond to the complaints within five (5) working days. The Community Development Director shall be provided a copy of all complaints, either in a log or with a packet of written responses, by the 10th of the next month.

O. Information:

All information about the public transit program shall be submitted to the Community Development Director for review and approval prior to proceeding with the distribution to the general public.

P. Commercial Advertising:

All commercial contracts for advertising must be submitted to the Community Development Director for review and approval prior to execution. All revenue generated from the advertising shall be the property of the Contractor.

Q. Personnel:

Under the terms of this contract, the Contractor is an independent Contractor and has and retains full control and supervision of the services performed by and full control over the employee compensation and discharge of all employees of the Contractor other than City employees assisting in the performance of its services hereunder. The Contractor is solely responsible for all matters relating to employees, and is responsible for its own acts and acts of its subordinates, employees, and any and all subcontractors, if any, during this contract period. Without any expense to the City, the Contractor shall be responsible for all aspects of employing its personnel, including, but not limited to, employee liability, workers' compensation, employment insurance, social security, overtime pay, vacation, sick leave, and any other fringe benefits to full-time and part-time employees of the Contractor.

Contractor shall employ a sufficient number of properly qualified and trained personnel to meet or exceed any State, Federal, or local requirements relating to the operation of the transit system or City-owned equipment used by the Contractor as part of this agreement.

R. Procurement Procedures:

Contractor's procurement procedures shall provide for free and open competition. Contractor will comply with Federal Transit Administration (FTA) procurement requirements as detailed in FTA Circular 4220.1F and City Policy dictated by *Appendix 1 to the Procurement, Financial, and Other Policies Manual.*

Contractor procurements are subject to review during the quarterly Procurement Review Team meetings and at FTA-initiated audits. Failure to adhere to the guidelines in FTA C 4220.1F and/or correct deficiencies may, at the sole option of the City, result in the termination of this agreement.

S. Payment of Bills and Claims:

Contractor agrees to properly pay as they come due all claims, debts, and other charges which they may incur as a result of this Contract, and shall hold and save the City harmless from any such claims and debt.

T. Renewal:

This agreement may be renewed administratively by mutual written agreement of the parties, for a term not exceeding two (2) consecutive years, in one year increments, providing the Contractor has provided the City with satisfactory service, and under such terms and conditions as they may agree upon. In the event that the Contractor desires to extend the agreement, it shall advise the City in writing at least ninety (90) calendar days prior to the expiration of this agreement. The City shall have ten (10) business days to respond. At the end of the two year term the contract shall automatically expire and the City shall rebid the service in accordance with FTA regulations.

This agreement comprises year one (1) of two (2) of the contract period.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken on July 1, 2020 and completed on or before the 30th day of June 2021.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1; not to exceed a lump sum of Two Million Two-Hundred Seventy Thousand Three Hundred Forty-Six Dollars ($2,270,346) for FY 2021.

This agreement is specifically made subject to the City receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that the City fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Agreement shall be subject to modification or termination as provided by the Terms and Conditions herein.

This agreement is specifically made subject to the Council-approved FY 2020 budget related but not limited to the City's General Fund and the City's 1% #16 Fund. If budget amendments occur that reduce this contract's Compensation for services, found in Section 3, this contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.

City Financial Obligation using Local funds

The City's financial obligation pursuant to this Agreement shall not exceed the sum of One Hundred Fifty Thousand Dollars ($150,000). Contractor may request reimbursement for eligible costs of these funds through June 30, 2021. These funds shall be disbursed as follows:

- $150,000 from the City of Casper, administered by the MPO

Contractor's requests for reimbursement must be filed with the appropriate City administration as described in Section 4 of this Contract.

City Financial Obligation using Federal funds
The City's financial obligation using FTA grant monies pursuant to this Agreement shall not exceed the sum of Two Hundred Seventeen Thousand Dollars ($217,000) from FTA 5307 funds, and One Million Eight Hundred Three Thousand Three Hundred Forty-Six Dollars ($1,803,346) Dollars from the FTA CARES Act during Fiscal Year 2021.

Contractor's Financial Obligation from Contributions
Contractor will only provide City the portion needed to match the amount spent through the federal grant amount for transit operations up to an amount not to exceed One Hundred Thousand Dollars ($100,000) no later than June 30, 2021. Contractor shall provide monthly summaries of expenses incurred broken out by federal grant total, City local match, and other local match to verify accurate match funding is being billed.

City's Total Financial Obligation from Local and Federal funds
It is expressly understood and agreed that in no event shall the amount of Federal and City funding to be paid pursuant to the Agreement exceed Two Million Two Hundred Seventy Thousand Three Hundred Forty-Six Dollars ($2,270,346) for FY 2021.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walter Trembath

ATTEST

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

WITNESS

By: John E. Jones

Printed Name: John E. Jones

Title: Executive Director

CONTRACTOR
Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: Louis Granaud

Printed Name: Louis Granaud

Title: Pres.

LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS:

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, CATC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.,* apply to this certification and disclosure, if any.

Witness:

Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: _____

Printed Name: Executive Director

Title: JOHN E. JONES

Date: 5/26/2020

By: _____

Louis Grunewald
President

Date: 5/26/20

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*
   The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*
   For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*
   Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*
   Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*
   Contractor has two options regarding deductibles and self-insured retentions:

   a. *Option 1*: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not

exceed Ten Thousand Dollars ($10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

b. *Option 2*: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*
If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
   c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*
   Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*
    City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

PROFESSIONAL SERVICES CONTRACT
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.
PART III

FEDERAL CONTRACTUAL PROVISIONS

REQUIRED CLAUSES

To the extent applicable, Federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

A.1 ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

A.2 CHARTER SERVICE

Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;

3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

A.3 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

A.4 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The Contractor is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

A.5 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for

contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

A.6 ENERGY CONSERVATION

Energy Conservation
The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

A.7 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A.8 LOBBYING RESTRICTIONS

Lobbying Restrictions

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City.

A.9 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

A.10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

A.11 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

Public Transportation Employee Protective Arrangements
The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification**. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. **Special Warranty**. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements**. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

A.12 RECYCLED PRODUCTS

Recovered Materials
The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

A.13 SAFE OPERATION OF MOTOR VEHICLES

Safe Operation of Motor Vehicles

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

A.14 SCHOOL BUS OPERATIONS

School Bus Operations
The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

A.15 TERMINATION

Termination for Convenience (General Provision)
The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.
Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)
The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)
The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this Contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

A.16 VIOLATION AND BREACH OF CONTRACT

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

1. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or

regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.

2. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of Casper may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.

3. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.

4. Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.

A.17 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

A.18 INCORPORATION OF FTA TERMS

Federal Standards - The Contractor agrees to comply with applicable provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," as amended or revised by FTA, and with other applicable Federal regulations or requirements. The FTA "Best Practices Procurement Manual" provides additional procurement guidance. Nevertheless, be aware that the FTA "Best Practice Procurement Manual" is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

A.19 PRIVACY ACT

Applicability to Contracts When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts. The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

A.20 ADA ACCESS

Introduction: 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies. The following clauses should be included for the appropriate procurement action.

1. Rolling Stock Accessibility: Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Vehicles acquired (with limited exceptions) should be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;

a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

b. The Contractor also agrees to include these requirements in each subcontract to administer

any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2. Purchased Transportation Services Accessibility. A third party contractor providing public transportation services must operate its services in compliance with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," using facilities and equipment that comply with 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. MART advises its third party contractors operating public transportation services to review the requirements for public entities in this context which include but are not limited to:

a. Complementary Paratransit Service. Requirements that public entities providing fixed-route service provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service.

b. Equal Opportunity. Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services

3. Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

A.21 CONTRACT WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - MART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

A.22 DRUG AND ALCOHOL TESTING

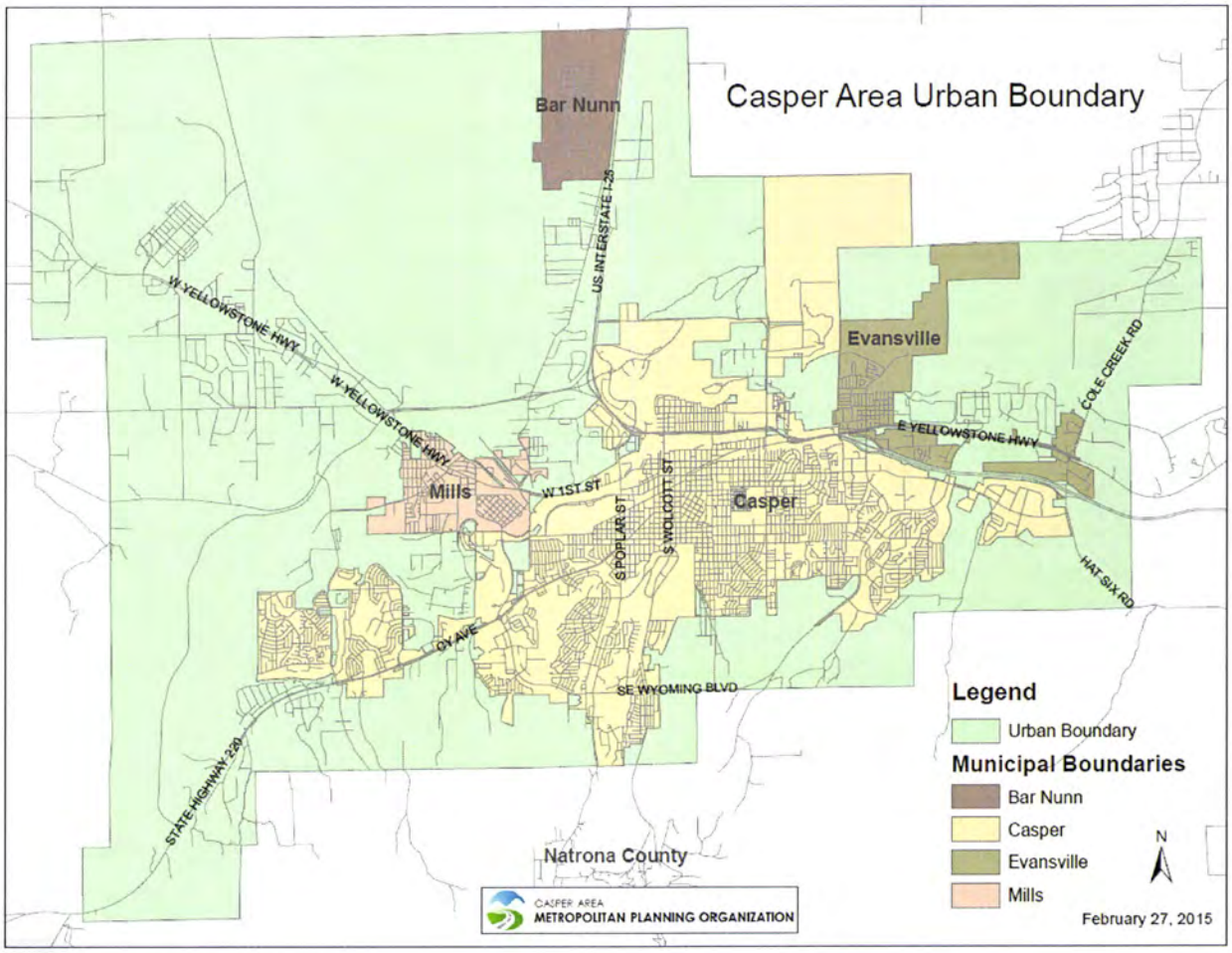
FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually sub-recipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its sub-recipients and/or contractors comply with them.
How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules. Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Drug and Alcohol Testing Option 1
The contractor agrees to: (a) participate in MART's drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing Option 2
The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Massachusetts or MART, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before *(insert date)* and to submit the Management Information System (MIS) reports before *(insert date before March 15)* to *(insert title and address of person responsible for receiving information)*. To certify compliance the contractor shall use the "Substance Abuse Certifications: in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing Option 3
The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Massachusetts, or MART to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before *(insert date)* and to submit the Management Information System (MIS) reports before *(insert date before March 15)* to *(insert title and address of person responsible for receiving information)*. To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a,b,or c] (a) submit before *(insert date upon request)* a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt *(insert title of the Policy Statement the recipient wishes the contractor to use)* as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before *(insert date or upon request)* a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: *(to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium)*.

EXHIBIT A


Casper Area Urban Boundary
Bar Nunn
Evansville
Mills
Casper
Natrona County
W YELLOWSTONE HWY
E YELLOWSTONE HWY
US INTERSTATE I-25
W 1ST ST
S POPLAR ST
S WOLCOTT ST
COLE CREEK RD
HAT SIX RD
OY AVE
SE WYOMING BLVD
STATE HIGHWAY 220
Legend
Urban Boundary
Municipal Boundaries
Bar Nunn
Casper
Evansville
Mills
N
CASPER AREA
METROPOLITAN PLANNING ORGANIZATION
February 27, 2015

RESOLUTION NO.20-113

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2021.

WHEREAS, the City of Casper desires to engage CATC to render certain professional services and provide a demand response transit service and fixed route transit service for the City of Casper and the urbanized area; and,

WHEREAS, CATC has operated a demand response (dial-a-ride) system for the City under similar contractual arrangements since 1982; and,

WHEREAS, CATC has operated a fixed route transit system to serve the City of Casper since April of 2005.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper and Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2021, in an amount not to exceed Two Million Two-Hundred Seventy Thousand Three Hundred Forty-Six Dollars ($2,270,346).

BE IT FURTHER RESOLVED: That the contract amount for the City's financial obligation shall not exceed One Hundred Fifty Thousand Dollars ($150,000) with the rest of the funding to come from Federal grants to the City as detailed in the Contract for Professional Services between the City and CATC.

BE IT FURTHER RESOLVED: That the contract amount for CATC's financial obligation shall be for only those funds necessary to match the amount spent through the federal grant up to an amount not to exceed the sum of One Hundred Thousand Dollars ($100,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Agreement.

PASSED, APPROVED, AND ADOPTED on this 2nd day of June, 2020.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

May 22, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
M. Jeremy Yates, MPO Supervisor

SUBJECT: Authorize a Lease for the Use of Certain City-Owned Vehicles to Casper Area Transportation Coalition, Inc., A Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public, for an annual fee of Twenty-Five Dollars ($25.00), commencing July 1, 2020 through June 30, 2022.

Meeting Type & Date:
Regular Council Meeting, June 2, 2020

Action type:
Resolution

Recommendation:
That Council, by resolution, approve a lease agreement for twenty-one (21) lift-equipped transit vans/buses with Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for the transportation of the elderly, disabled, and general public for Fiscal Year 2021 through 2022.

Summary:
Casper Area Transportation Coalition, Inc., (CATC), desires to continue leasing twenty-one (21) City-owned vehicles. These vehicles were purchased with funding from the Federal Transit Administration (FTA) and are owned by the City. Twelve (12) of these vehicles (including the two small support vehicles) are used to provide demand/response transit service to the elderly and disabled within the urbanized area, consisting of the City of Casper, Mills, Evansville, Bar Nunn, and parts of Natrona County. The other nine (9) vehicles are used to provide fixed route transit service to the general public within the City of Casper. The towns of Mills and Evansville own their own fixed route buses for services they provide in their communities and that connect to the Casper fixed route system. The City of Casper vehicles are leased to CATC for an annual fee of Twenty-Five Dollars ($25.00) per year for all vehicles.

The lease provides that CATC shall maintain the vehicles in good and safe condition throughout the term of the lease, which terminates at the same time as CATC's Professional Services Contract to operate the transit system. The Board of Directors of CATC has reviewed and approved the lease.

Financial Considerations:
Funding for this Lease comes from the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, and from a Federal Grant (FTA Section 5307), City of Casper General Fund, and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City.

Oversight/Project Responsibility:
M. Jeremy Yates, MPO Supervisor

Attachments:
Casper Area Transportation Coalition Vehicle Lease Agreement
Resolution

LEASE AGREEMENT

THIS LEASE is entered into this 2nd day of June, 2020 between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "Lessor," and Casper Area Transportation Coalition, Inc., a Wyoming non-profit corporation, 1715 East 4th Street, Casper, Wyoming 82601, hereinafter referred to as "Lessee."

IN CONSIDERATION of the rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES.

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to take from Lessor, for the term hereinafter provided, and any renewals thereof, property described in "Exhibit A" ("Vehicle Inventory") which is attached hereto and hereby made part of this Lease by this reference.

2. LEASE TERM.

A. The term of this Lease shall be for a period of two (2) years commencing on the 1st day of July, 2020, to and including the 30th day of June, 2022.

B. This Lease is subject to continued agreements between the Lessor and Lessee for the operation of the Lessor's transit program as referenced in the "Professional Services Contract for Transportation Service" dated June 2, 2020. In the event that the professional services contract is terminated, this Lease shall terminate automatically.

C. This Lease is subject to and hereby incorporates by reference the terms and conditions of grants awarded by the Federal Transit Administration (FTA) as specified by the FTA Master Agreement dated October 1, 2012.

D. In the event that sufficient funding from FTA becomes unavailable for any reason as determined by the Lessor, this Lease shall be terminated automatically.

3. RENT.

Lessee shall pay to Lessor as rent for the lease of the twenty-one (21) lift-equipped transit vans/buses, the amount of Twenty-Five Dollars ($25.00) per year, to be paid in one (1) installment on or before the 1st of July of each year, to the Finance Department, located at 200 North David Street, Casper, Wyoming.

4. PURPOSE.

A. The property must be operated to serve the best interest and welfare of the Lessor and the public. Lessee shall use the vehicles in conjunction with Lessee's operation of a demand responsive (Dial-a-ride) and fixed route transportation system for the elderly, disabled, and general public of Casper and the urbanized areas consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County (all together, hereinafter referred to as the transit program).

B. Lessee agrees to abide by all terms, conditions, and regulations imposed by the State of Wyoming and the Federal Transit Administration (FTA) relating to the transit program.

5. INSURANCE.

A. Lessee agrees to keep the twenty-one (21) lift-equipped transit vans/buses insured with automobile liability and collision and comprehensive physical damage insurance with the following coverage and limits:

Automobile Liability	
Per occurrence limit	$500,000
Auto medical Payments	$ 5,000
Uninsured Motorists	$500,000

Physical Damage
Comprehensive and collision coverage actual cash value or cost of repair whichever is less, minus $1,000 comprehensive and $1,000 collision deductible for each auto.

Lessee shall furthermore provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor. Lessee shall provide Lessor with a copy of said proof of coverage before placing any of these vehicles in service. Such certificates shall provide thirty (30) days advance written notice to the Lessor of cancelation, material change, reduction of coverage, or non-renewal. Lessee further agrees to hold the Lessor harmless and indemnify the Lessor in and against any and all law suits, claims, demands, or actions arising from or relating to the use of the vehicles listed in this lease.

6. SUBLEASE.

The vehicles set forth in "Exhibit A" shall not be subleased or assigned by Lessee without prior written consent of the Lessor first being obtained.

7. TERMINATION.

Upon default of any of the terms and conditions contained herein by Lessee, Lessor may at its discretion immediately terminate this lease, and Lessee shall surrender possession of the vehicles in as good a condition as when they were accepted from Lessor, excepting normal wear and tear.

8. MAINTENANCE AND CONDITION.

A. The property must be maintained to a high level of cleanliness, safety, and soundness under maintenance procedures defined below:

Throughout the term of this lease, the Lessee shall maintain the vehicles in a good and safe condition. Lessor reserves the right to approve any requests for proposals for maintenance of said vehicles which may be published by Lessee, and/or to approve any contracts for maintenance of said vehicles by Lessee. Lessor also reserves the right to assume maintenance of said vehicles at the City Central Service Center, or to contract with the private sector for maintenance of said vehicles at any time during the lease term. In the event Lessor elects to assume, or contract the maintenance of said vehicles, at the option of the Lessor, this section of the lease may be renegotiated by the parties. Lessee further agrees that it will not alter the vehicles without obtaining prior written authorization from the Lessor. In the event Lessee makes any alterations to the vehicles pursuant to written authorization from Lessor, the same shall become and remain the property of Lessor. The Lessor reserves the right to perform periodic inspections for the purpose of confirming proper maintenance pursuant to this lease. Failure of the Lessor to exercise its right to inspection in no way relieves the Lessee of its obligations imposed by this section.

B. Additional maintenance responsibilities of the Lessee are attached hereto as "Exhibit B," and are hereby made a part of this lease. "Exhibit B" consists of the following documents:

1) "Transit Bus Maintenance Plan, dated 4/8/2019," (3 pages);
2) "Appendix A", "City of Casper Transit Bus Roster," (1 page);
3) "Appendix B", "Vehicle Inspection," (1 page), and
4) "Appendix C", "Lift Inspection Checklist," (1 page).

9. RETIRING VEHICLES.

Prior to retiring any vehicles, the Lessee will meet with the Lessor to review the general condition of vehicles to be retired and returned to the Lessor. This meeting will coincide with the Lessee's Board of Directors meeting. The Lessee will inform the Lessor of the general condition of the vehicles to be retired. No vehicle repairs shall be made unless approved by the Lessor. Lessee will ensure that the general, on-going maintenance of the retiring vehicles are continued until their return to Lessor.

10. LEASE RENEWAL.

Lessee has the option to renew the lease for an additional term under terms and conditions mutually agreeable to the parties, provided, however, that the Lessee shall give written notice of its election to exercise said option at least ninety (90) days prior to the end of the lease term. Notwithstanding this option, however, the Lessor shall have the right within thirty (30) days after receiving said notice, to give written notice to Lessee that it rejects said renewal, in which case this lease shall expire upon its own terms at the end of the lease term. If no notice to renew is received from Lessee prior to the ninety (90) day period, this lease shall expire upon its own terms.

11. LICENSE FEES AND TAXES.

Lessee agrees that it shall pay to any governmental entity, on behalf of Lessor, any and all taxes, assessments, or license fees which may be assessed against the vehicles or required for the use of the property by any governmental agency upon reasonable notice by Lessor or any other governmental entity as to the amount due and owing.

12. WAIVER.

The waiver of any breach in any of the terms and conditions of this lease shall be limited to the act or acts constituting such default and shall never be construed as being a continuing or permanent waiver in any such term or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver or any default thereof.

13. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

The Lessor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq. The Lessor specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. COMMERCIAL ADVERTISING ON VEHICLES.

All commercial contracts for advertising on the vehicles set forth in "Exhibit A" shall be submitted to the Community Development Director for review and approval, prior to execution. All revenue from the advertising shall be considered transit program income.

15. MISCELLANEOUS COVENANTS.

A. Lessee will allow no liens to be placed upon the leased vehicles.

B. Lessor shall have access to the lease property at all reasonable times for the purpose of inspection and repair.

C. Lessee shall comply with all local, state, and federal laws and regulations.

D. Lessee agrees that it has examined the leased vehicles set forth in Section 1 and "Exhibit A", and accepts the same in their present condition.

E. This lease shall be construed, interpreted and enforced pursuant to Wyoming law, and any litigation regarding this lease shall be brought in a court of competent jurisdiction located in Natrona County, Wyoming.

F. Lessee shall perform daily safety inspections of vehicles prior to beginning day's service. Vehicles that fail to meet the safety inspection standards shall not be placed in service until the safety deficiency is corrected.

G. The Lessee shall immediately notify the Community Development Director of any vehicle accident involving said leased vehicles.

H. Lessor and the Federal Transit Administration (FTA) shall have the right to enter and inspect the premises at all reasonable times. These inspections shall be for the purpose of confirming the existence, condition, and the proper maintenance of the buses.

EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:

Walter Trenk IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By: John E. Jones

Printed Name: John E. Jones

LESSEE:

Louis Grunewald, President

EXHIBIT A

VEHICLE INVENTORY

The Bus Rolling Stock Inventory
May 12, 2020

Unit #	Vehicle Year	Make/Model/Description	VIN#	Grant#	Date in Service	Actual Mileage	Minimum Useful Life Mileage	Remaining % Based on Miles	Total Federal Share	Remaining Federal Share Based on Miles
230075	2012	Freightliner FC-70 Champion Defender	1FVACWDU8DHFE5448	JARC 5316	12/31/2012	192,998	200,000	3.50%	$ 96,711.00	$ 3,385.85
230076	2012	Freightliner FC-70 Champion Defender	1FYACWDUXDHFE5449	WY-90-0050	12/31/2012	201,547	200,000	-0.77%	$ 96,711.00	$ (748.06)
230077	2013	Ford E450 Starcraft Allstar	1FDEFE4FSXDDA93230	WYDOT	8/19/2013	197,176	200,000	1.41%	$ 57,072.00	$ 805.85
230078	2013	Ford E450 Starcraft Allstar	1FDFE4FSXDDA93292	WYDOT	8/19/2013	229,797	200,000	-14.90%	$ 57,072.00	$ (8,502.87)
230080	2015	Ford F550 El Dorado	1FDAF5GT4FEC38607	FTA	4/2/2015	154,117	200,000	22.94%	$ 84,382.00	$ 19,360.76
230085	2016	Ford F550 StarTrans	1FDGF5GT4GEC05856	WYDOT 5339	11/4/2016	91,094	200,000	54.45%	$ 91,983.00	$ 50,087.50
230086	2016	Ford F550 StarTrans	1FDGF5GT0GEC33086	WYDOT 5339	11/4/2016	118,700	200,000	40.65%	$ 91,983.00	$ 37,391.09
230088	2018	Ford F550 StarTrans	1FDAF5GT8HEE66462	WYDOT 5339	4/2/2018	54,747	200,000	72.63%	$ 91,983.00	$ 66,804.03
230089	2018	Ford F550 StarTrans	1FDAF5GT3HEE37159	WYDOT 5339	4/2/2018	68,661	200,000	65.67%	$ 91,983.00	$ 60,404.78

CATC Rolling Stock Inventory
May 12, 2020

Unit#	Vehicle Year	Make/Model/Description	VIN#	Grant#	Date in Service	Actual Mileage	Minimum Useful Life Mileage	Remaining % Based on Miles	Total Federal Share	Remaining Federal Share Based on Miles
230072	2010	Dodge Ameri-Van	2D4RN4DE0AR184713	WY-96-X002 (5307)	2/16/2010	50,975	125,000	59.22%	$ 36,985.00	$ 21,902.52
230074	2012	Ford E450 Elkhart EC-II	1FDFE4FS0CDB30462	WY-90-0050 (5307)	12/28/2012	178,795	200,000	10.60%	$ 56,750.00	$ 6,016.92
230079	2014	Ford E450 Elkhart EC-II	1FDEE3FL0EDA18262	WYDOT 5310-13-FTA-76	12/14/2014	166,724	200,000	16.64%	$ 42,632.00	$ 7,093.11
230081	2016	Ford E450 El Dorado	1FDEE3FL5GDC07119	WYDOT 5310-13-FTA-76	10/12/2015	108,123	200,000	45.94%	$ 45,340.00	$ 20,828.52
230082	2016	Chevrolet G4500 Elkhart EC-II	1GB6GUBL0G1128056	FTA 5307	1/15/2016	94,917	200,000	52.54%	$ 75,559.00	$ 39,699.83
230083	2016	Chevrolet G4500 Elkhart EC-II	1GB6GUBL7G1126594	FTA 5307	1/15/2016	121,964	200,000	39.02%	$ 71,099.00	$ 27,741.41
230084	2016	Chevrolet G4500 Elkhart EC-II	1GB6GUBL2G1316741	FTA 5339	1/15/2016	82,433	200,000	58.78%	$ 83,646.00	$ 49,170.05
230087	2017	Ford E450 World Trans	1FDFE4FS6HDC72080	FTA 5339	12/8/2017	65,903	200,000	67.05%	$ 56,000.00	$ 37,547.16
230090	2018	Ford E450 World Trans	1FDFE4FS1KDC09265	WYDOT 5339	12/28/2018	36,206	200,000	81.90%	$ 56,682.00	$ 46,420.86
230091	2018	Ford E450 World Trans	1FDFE4FS3KDC09266	WYDOT 5339	12/28/2018	38,649	200,000	80.68%	$ 56,682.00	$ 45,728.49
230092	2019	Ford E450 Startrans Senator	1FDFE4FS5KDC55617	WYDOT 5339	1/29/2020	4,767	200,000	97.62%	$ 59,673.00	$ 58,250.69
230093	2019	Ford E450 Startrans Senator	1FDFE4FS5KDC55620	WYDOT 5339	1/30/2020	5,401	200,000	97.30%	$ 59,673.00	$ 58,061.53

EXHIBIT B

MAINTENANCE RESPONSIBILITIES

Transit Bus Maintenance Plan

The City of Casper transit bus fleets proper maintenance is paramount to the safety of citizens whom utilize the service, the bus drivers and those that share the roadways with these units. Properly planned maintenance is key to keeping a fleet in top operating condition. Procedures listed in this plan will ensure this fleet is kept in top operating condition. A good maintenance plan adhered to by all parties will increase safety, reduce down time and better serve the community.

The transit bus fleet is owned and maintained by the City of Casper, and operated by a third party contractor Casper Area Transit Coalition (CATC). This plan will cover the maintenance and repair of busses. The procurement and retirement are not covered with in this plan.

Operators Responsibilities

Daily maintenance checks must be completed by CATC. CATC may utilize any form of their choosing to track these daily maintenance checks. Daily maintenance checks must be done at least once per day, but should be done at the beginning and end of every shift. The minimum standard of checks shall include: lighting function, tire wear, tire inflation, safety belts, engine oil level, coolant level, transmission fluid level, power steering fluid level, serpentine belts, hoses, fluid leaks, mirrors and glass. Items found during the daily maintenance check must be reported to CATC management and the items needing repaired shall be submitted to City of Casper Fleet Maintenance for scheduling. Items needing immediate action should result in a phone call to either the fleet supervisor at 307-235-8226 or the fleet manager at 307-235-8410. Included at the end of this document is an example daily check form.

Preventive Maintenance

Fleet Maintenance is broken into two distinct types of service. One being an A-level, or basic engine service with an inspection. The other being a C-level or complete vehicle service with a complete diagnostic inspection. The service intervals are broken into gasoline engine and diesel engine.

	Gasoline Engine	Diesel Engine	
A-level	5400 miles	270 hours	6 months
C-level	24000 miles	1200 hours	Annually

These service intervals are checked against all manufacturer recommendations to ensure the compliance with all maintenance and warranty guidelines. There is a 10% variance allowed on all services. For example, a diesel A-level is allowed in a window starting at 270 to 330 hours.

The unit will not be serviced prior to the window and will be tracked as a late service after the window. Late services will result in an email sent to CATC management. A vehicle inspection is done at every service included is a wheel chair lift inspection and bicycle rack inspection. A copy of the inspection is included at the end of this document. Any items found during these inspections will be repaired immediately if they are found to be unsafe. If the vehicle can continue to operate safely and effectively with a minor repair needed and the part is delayed the bus may return to service. When the part comes in the bus will be rescheduled.

Repairs

All repair work will be funneled through City of Casper Fleet maintenance. Most of the repair work will be accomplished in house. All warranty repair work will be scheduled through Fleet to insure all records are correct and up to date. Fleet will contact the dealership of the type of vehicle and arrange an appointment and CATC personnel may be requested to deliver the bus to appointments. All invoices for repair work will be sent to Fleet for payment. At the end of every calendar month copies of all work orders including out sourced invoices will be provided to CATC for their records. Repairs that can be scheduled shall be submitted to the Fleet Supervisor through email by CATC management to allow for the unit to be scheduled. Breakdown's and urgent repairs should result in phoning the Fleet Supervisor at 307-235-8226 or Fleet Manager at 307-235-8410.

Parts

Parts will be stocked for all normal wear items, and services. All other parts will be quoted from vendors at time of need. Consideration of the need for the bus will be accounted for in shipping needs. Local vendors shall be contacted first to ensure the fastest possible turn around. Parts stock should be addressed as they are ordered, and parts ordered often will be assessed to be put into inventory. Every part cannot be stocked. Busses will continue to have down time due to parts not in inventory. With a diverse fleet of busses this adds to the difficulty in maintaining a parts inventory.

Oils and Fluids

All fleet busses manufacturer recommended fluids and oils will be checked to ensure the requirements are met by the stocked bulk items. Fleet Maintenance utilizes full synthetic oils for all engines, transmission, and axles to increase the life of components and extend service intervals. This includes chassis grease and extended life antifreeze coolant. Fluids are sampled and records kept on an as needed basis or to determine if a component has failed.

Maintenance Records

Complete maintenance records are stored at Casper Service Center in a log book dedicated to CATC and on the GEMS system. The mileage or hours the service was performed the type of service and the date are all tracked in this book. Every work order is maintained in the server and printed for CATC's records. Included on the following pages are copies of the forms used in record keeping for the bus fleet.

Appendix A
City of Casper Transit Bus Roster

Unit #	Vehicle Year	Make/Model/Description	Designation CATC/The Bus	VIN#	Date in Service	Actual Mileage	Gas or Diesel
230075	2012	Freightliner FC-70 Champion Defender	The Bus	1FVACWDU8DHFE5448	12/31/2012	192,998	Diesel
230076	2012	Freightliner FC-70 Champion Defender	The Bus	1FYACWDUXDHFE5449	12/31/2012	201,547	Diesel
230077	2013	Ford E450 Starcraft Allstar	The Bus	1FDEFE4FSXDDA93230	8/19/2013	197,176	Gas
230078	2013	Ford E450 Starcraft Allstar	The Bus	1FDFE4FSXDDA93292	8/19/2013	229,797	Gas
230080	2015	Ford F550 El Dorado	The Bus	1FDAF5GT4FEC39607	4/2/2015	154,117	Diesel
230085	2016	Ford F550 StarTrans	The Bus	1FDGF5GT4GEC05856	11/4/2016	91,094	Diesel
230086	2016	Ford F550 StarTrans	The Bus	1FDGF5GT0GEC33086	11/4/2016	118,700	Diesel
230088	2018	Ford F550 StarTrans	The Bus	1FDAF5GT6HEE66462	4/2/2018	54,747	Diesel
230089	2018	Ford F550 StarTrans	The Bus	1FDAF5GT3HEE37159	4/2/2018	68,661	Diesel
230072	2010	Dodge Ameri-Van	CATC	2D4RN4DE0AR184713	2/16/2010	50,975	Gas
230074	2012	Ford E450 Elkhart EC-II	CATC	1FDFE4FS0CDB30462	12/28/2012	178,795	Gas
230079	2014	Ford E450 Elkhart EC-II	CATC	1FDEE3FL0EDA18262	12/14/2014	166,724	Gas
230081	2016	Ford E450 El Dorado	CATC	1FDEE3FL5GDC07119	10/12/2015	108,123	Gas
230082	2016	Chevrolet G4500 Elkhart EC-II	CATC	1GB6GUBL0G1128056	1/15/2016	94,917	Diesel
230083	2016	Chevrolet G4500 Elkhart EC-II	CATC	1GB6GUBL7G1126594	1/15/2016	121,964	Diesel
230084	2016	Chevrolet G4500 Elkhart EC-II	CATC	1GB6GUBL2G1316741	1/15/2016	82,433	Diesel
230087	2017	Ford E450 World Trans	CATC	1FDFE4FS6HDC72080	12/8/2017	65,903	Gas
230090	2018	Ford E450 World Trans	CATC	1FDFE4FS1KDC09265	12/28/2018	36,206	Gas
230091	2018	Ford E450 World Trans	CATC	1FDFE4FS3KDC09266	12/28/2018	38,649	Gas
230092	2019	Ford E450 Startrans Senator	CATC	1FDFE4FS5KDC55617	1/29/2020	4,767	Gas
230093	2019	Ford E450 Startrans Senator	CATC	1FDFE4FS5KDC55620	1/30/2020	5,401	Gas

Vehicle Inspection

Support Services
Fleet Maintenance
Division

Unit number: **Miles/Hours:** **Date:** **Mechanic:**

			VISABILITY					**NOTES/RECOMMENDATIONS**
			Windshield	CRACKED	PITTED	BULLSEYE		
			Wiper Blades	L	R	REAR		
			Mirrors					
			LIGHTS					
			Headlights	L	R	LO	HI	
			Park/Tail Lights	LF	RF	LR	RR	
			Brake Lights	L	R	CENTER		
			Backup Lights	L	R			
			Turn Signals	LF	RF	LR	RR	
			Side Markers	LF	RF	LR	RR	
			License Plate Lights					
			WARNING SYSTEMS					
			Horn					
			Emergency Flashers	LF	RF	LR	RR	
			LUBRICANT/FLUIDS					
			Engine Oil	LEVEL	COND	LEAKS		
			Transmission Fluid	LEVEL	COND	LEAKS		
			Power Steering Fluid	LEVEL	COND	LEAKS		
			Brake Fluid	LEVEL	COND	LEAKS		
			Clutch Fluid	LEVEL	COND	LEAKS		
			Washer Fluid	LEVEL	COND	LEAKS		
			Engine Coolant	LEVEL	COND	LEAKS		ANTIFREEZE PROTECTION RESULTS
			BATTERY					
			Carrier/Hold-Down	MISSING	LOOSE	CORRODED		
			Cables/Terminals	MISSING	LOOSE	CORRODED		
			Charge Indicator	GREEN	DARK	CLEAR/YELLOW		BATTERY TEST RESULTS
			BELTS					
			Serpentine	WORN	IDLER	TENSIONER		
			Alternator	WORN	LOOSE	PULLEY		
			Air Conditioning	WORN	LOOSE	PULLEY		
			Power Steering	WORN	LOOSE	PULLEY		
			Water Pump	WORN	LOOSE	LEAKS		
			Air Pump	WORN	LOOSE	PULLEY		
			HOSES					
			Radiator	UPPER	LOWER	LEAKS		
			Heater	INLET	OUTLET	LEAKS		
			Bypass/Other		COND	LEAKS		
			Power Steering	LO-PRESS	HI-PRESS	LEAKS		
			Transmission Cooler	INLET	OUTLET	LEAKS		
			Vacuum		COND	LEAKS		
			Fuel (Underhood Only)		COND	LEAKS		
			OTHER UNDERHOOD					
			Air Filter	DIRTY	MISSING			
			Radiator Cooliing Fan(s)	MECHANICAL	ELECTRIC			
			TIRES					
			Pressure (psi)	LF	RF	LR	RR	SP
			Tread (x/32)	LF	RF	LR	RR	SP

EVALUATION KEY: =Satisfactory =Needs Service Soon =Needs Service Now

Inspection date_____ Bus Number _____ Number of Cycles _____

Model Number _____ Serial Number _____

Lift Inspection Checklist

(Completed at all Level Inspections)

Vehicle Accessibility Equipment

In order to maintain service availability to persons with disabilities, the following procedures are followed:

1. Pre-trip cycling of wheelchair lifts and inspection of securement stations at bus pull out.
2. Vehicles experiencing equipment failures are removed from service and repaired as soon as possible.
3. Replacement of wheelchair lifts occurs when the unit cannot be repaired.
4. Equipment maintenance and inspection is incorporated into preventive maintenance inspection procedures.

_____ 1. Check General appearance
_____ 2. Ensure that all lift mountings & supports are in proper working order and free from damage.
_____ 3. Ensure that all mounting bolts are appropriate grade & sufficiently tight.
_____ 4. Ensure all travel frame pins are installed properly, free from damage & locked into position with proper fasteners.
_____ 5. Ensure platform operates properly during lift "up/down" functions without obstructions.
_____ 6. Ensure all welds on traveling frame are in proper order.

_____ 7. Ensure that inner rollstop functions properly during "up/down" operations without obstructions.
_____ 8. Ensure that inner rollstop deploys fully as the platform stops at the proper vehicle floor level.
_____ 9. Ensure that rollstop operates properly on contact with the ground.
_____ 10. Ensure that rollstop opens, closes, and locks properly without obstruction.
_____ 11. Ensure that the hydraulic fluid level is maintained at the required "Full Level".
_____ 12. Inspect the hydraulic hoses, valves and seals for leaks.
_____ 13. Ensure that hydraulic hoses and lines are not damaged.
_____ 14. Lubricate as per Manufactures' recommendation.
_____ 15. Check occupant restraining belt and wheelchair tie down system for proper operation and condition. Replace if necessary.

RESOLUTION NO. 20-114

A RESOLUTION AUTHORIZING A LEASE FOR THE USE OF CERTAIN CITY-OWNED VEHICLES TO THE CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR THE TRANSPORTATION OF THE ELDERLY, DISABLED, AND GENERAL PUBLIC FOR FISCAL YEARS 2021-2022.

WHEREAS, the City currently leases transit vans/buses to the Casper Area Transportation Coalition (CATC) for transportation of the elderly, disabled, and general public; and,

WHEREAS, in leasing the vans/buses to CATC, CATC will be responsible for all operating costs which include, but are not limited to, the following: (1) provide qualified drivers and support staff; (2) all maintenance and repair, gas, oil, lubricants, etc.; and, (3) provide the necessary reports as required by the City; and,

WHEREAS, the term of the lease shall be for two (2) years, commencing on July 1, 2020, to and including June 30, 2022, for an annual lease fee of Twenty-Five Dollars ($25) for all vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement with the Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation for use of City-owned vehicles, as more specifically delineated in the Lease Agreement.

PASSED, APPROVED, AND ADOPTED on this 2nd day of June, 2020.

APPROVED AS TO FORM:

Walter Trembath

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

May 15, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Tim Cortez, Parks and Recreation Director
Phil Moya, Recreation Manager

SUBJECT: Amendment to lease agreement with Casper Amateur Hockey Club (CAHC) to extend completion of portable trailer improvements from May 31, 2020 to August 29, 2020.

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action type
Amendment

Recommendation
That Council, by resolution, authorize an agreement with the CAHC to extend completion of section 17 on the portable trailer at the Casper Ice Arena.

Summary
The amendment to the lease agreement is to extend the completion time from May 31, 2020 to August 29, 2020. The improvements under section 17 include;

a. Paint the exterior walls reddish-brown to match the brick color of the ice arena or install a matching brick facade.
b. Replace the north exit stairs.
c. Remove 2-inch wood strips from the north exterior wall.
d. Add matching siding over plywood filler on north exterior wall.
e. Repair, replace and paint all dilapidated or absent skirting and/or molding—entire perimeter.
f. Install walls to separate the toilet from the shower room.

Financial Considerations
Improvements/repairs funded by CAHC

Oversight/Project Responsibility
Chad Green – Recreation Supervisor, Casper Ice Arena

Attachments
Amendment
Resolution

AMENDMENT NO. 2 TO LEASE AGREEMENT

2nd This Amendment to the Lease Agreement ("Amendment") is entered into on this day of June, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming , a Wyoming municipal corporation, hereinafter referred to as the "Lessor," 200 North David Street, Casper, Wyoming 82601.

2. Casper Amateur Hockey Club, a Wyoming non-profit corporation ("CAHC"), hereinafter referred to as the "Lessee," P.O. Box 2562, Casper, Wyoming, 82602.

Throughout this document, the Lessor and Lessee may be collectively referred to as the "parties."

RECITALS

A. On August 15, 2017, the Parties entered into a *Lease Agreement.*

B. On October 1, 2019, the Lease Agreement was amended to allow for the use of a portable building transferred to the Lessee by Wyoming Sports Management. The Lease Amendment required the Lessee to complete certain improvements to the portable building by May 31, 2020.

C. The Lessee is requesting to extend the deadline to complete improvements to the portable building due to the COVID-19 Pandemic.

D. The Parties agree to extend the completion date to complete the Improvements set out in Section 17 of the Lease Amendment from May 31, 2020, to August 29, 2020.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Lease with CAHC as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

2. AMENDMENT TO SECTION 17. Improvements.

Section 17 shall be deleted in its entirety and replaced as follows:

17. Improvements: CAHC will complete the following improvements before August 29, 2020:

a. Paint the exterior walls reddish-brown to match the brick color of the ice arena or install a matching brick facade.
b. Replace the north exit stairs.
c. Remove 2-inch wood strips from the north exterior wall.
d. Add matching siding over plywood filler on north exterior wall.
e. Repair, replace and paint all dilapidated or absent skirting and/or molding—entire perimeter.
f. Install walls to separate the toilet from the shower room.

5. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

The Remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

ATTEST

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

WITNESS

By: _____

Printed Name: _____

Title: _____

CASPER AMATEUR HOCKEY CLUB
A Wyoming Non-profit Corporation

By: _____

Printed Name: Daniel Lang

Title: Vice President

RESOLUTION NO. 20-115

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND CASPER AMATEUR HOCKEY CLUB

WHEREAS, the City of Casper and Casper Amateur Hockey Club, hereafter (CAHC), entered into a Lease Agreement on August 15, 2017; and,

WHEREAS, the Lease Agreement was amended on October 1, 2019, after Wyoming Sports Management, LLC, transferred ownership of a portable building located on the City's property to CAHC. The terms and conditions of Amendment No. 1 to the Lease Agreement required CAHC to make certain improvements to the portable building by May 31, 2020; and,

WHEREAS, CAHC is requesting the Lease Agreement be amended to extend the deadline to make improvements to the portable building from May 31, 2020, to August 29, 2020, due to the COVID-19 Pandemic.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 2 to the Lease Agreement between the City of Casper, Wyoming, and the Casper Amateur Hockey Club, under the terms and conditions therein.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

APPROVED AS TO FORM:

Walter Trauternicht

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 13, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Keith McPheeters, Chief of Police

SUBJECT: Acceptance of the Department of Justice, BJA FY20 Coronavirus Emergency Supplemental Funding Grant, in the amount of fifty-one thousand, eight hundred seventy-five dollars and 00/100 ($51,875.00)

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action type
Resolution

Recommendation
That Council, by resolution, authorize the acceptance of the Department of Justice, BJA FY20 Coronavirus Emergency Supplemental Funding Grant, in the amount of fifty-one thousand, eight hundred seventy-five dollars and 00/100 ($51,875.00).

Summary
This grant is for the time period beginning January 20,2020 and shall terminate on January 31, 2022. Funding will come from the Department of Justice (DOJ) Office of Justice Programs, Coronavirus Emergency Supplemental Funding Grant.

Financial Considerations
There is no match requirement of the City of Casper for acceptance of this Grant.

Oversight/Project Responsibility
Shane Chaney, Police Support Services Captain
Vicky Macy, Administrative Technician

Attachments
Award letter and documentation
Resolution

Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

May 1, 2020

The Honorable Steve Freel
City of Casper
200 North David Street, Suite 107
Casper, WY 82601-1815

Dear Mayor Freel:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Casper for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is $51,874. These funds are for the project entitled City of Casper Coronavirus Emergency Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Casper accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Jeffrey S. Felten-Green, Program Manager at (202) 514-8874; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

May 1, 2020

The Honorable Steve Freel
City of Casper
200 North David Street, Suite 107
Casper, WY 82601-1815

Dear Mayor Freel:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
City of Casper
200 North David Street, Suite 107
Casper, WY 82601-1815

4. AWARD NUMBER: 2020-VD-BX-0277

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/01/2020

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
836000051

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
152720140

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
City of Casper Coronavirus Emergency Response

10. AMOUNT OF THIS AWARD $ 51,874

11. TOTAL AWARD $ 51,874

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT
GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Katharine T. Sullivan
Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Steve Freel
Mayor

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		51874

21. VVDUGT0310

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2020-VD-BX-0277 AWARD DATE 05/01/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at https://www.ojp.gov/funding/explore/CESF-program-specific-condition, that is incorporated by reference here.

SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

    The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

    The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

    Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

    Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

    To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https:/ / bja.gov/ Funding/ nepa.html, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program . The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing $500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Casper

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:
(1) New construction
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
(3) A renovation that will change the basic prior use of a facility or significantly change its size
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-VD-BX-0277

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Jeffrey S. Felten-Green
(202) 514-8874

2. PROJECT DIRECTOR (Name, address & telephone number)

Donald Chaney
Captain
201 N David Street
Casper, WY 82601-1830
(307) 235-8308

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

City of Casper Coronavirus Emergency Response

5. NAME & ADDRESS OF GRANTEE

City of Casper
200 North David Street, Suite 107
Casper, WY 82601-1815

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

$ 51,874

10. DATE OF AWARD

05/01/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

OJP FORM 4000/2 (REV. 4-88)

APPROVAL AS TO FORM

I have reviewed the attached *Bureau of Justice Assistance Grant* from the Department of Justice regarding the *16.034 Coronavirus Emergency Supplemental Funding Program*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: May 07, 2020.

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 20-116

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE GRANT AWARD AGREEMENT BETWEEN THE DEPARTMENT OF JUSTICE AND THE CITY OF CASPER.

WHEREAS, the City of Casper Police Department has been awarded the Bureau of Justice Assistance, FY20, Coronavirus Emergency Supplemental Funding Program Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, the City Clerk to attest, a grant award agreement between the Department of Justice and the City of Casper, in the amount of fifty-one thousand, eight hundred seventy-four dollars and 00/100 ($51,874.00).

PASSED, APPROVED, AND ADOPTED on this 2nd day of June, 2020.

APPROVED AS TO FORM:

Walter Trenton IV

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

May 11, 2020

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Andrew Beamer, P.E., City Engineer
Tim Cortez, Parks & Recreation Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Installation & Service Company, Inc., in the amount of $307,545, for the Casper Events Center Water Service Replacement, Project No. 19-012.

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Installation & Service Company, Inc. (ISCO), for the Casper Events Center Water Service Replacement, Project No. 19-012, in the amount of $307,545, with a deduct change order in the amount of $27,886, for a revised contract amount of $279,659. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $11,341, for a total project amount of $291,000.

Summary
On Thursday, March 19, 2020, one (1) bid was received for the Casper Events Center Water Service Replacement, Project No. 19-012. The bid received for this work is as follows:

CONTRACTOR	BUSINESS LOCATION	TOTAL BASE BID
ISCO	**Mills, WY**	**$307,545.00**

The Casper Events Center (CEC) was built in 1982. The domestic water and fire suppression services to the building comprise of 6-inch and 4-inch ductile iron pipe lines, respectively, that were installed on steep slopes on the northeast side of the building. The existing services have recently experienced breaks, requiring City Water crews to perform repairs. The existing services are in need of replacement due to the age of the pipe and safety concerns, where congestion of existing electrical utilities, steep slopes, and deep piping, buried at more than 15 feet deep in the service area, cause repairs to be difficult and unsafe.

The City has proposed to replace a portion of these services with new PVC pipe. In order to eliminate installation on steep slopes, the water services are being brought into the building south of the existing location and through the parking area at a depth of 6 feet. This requires service pipe to be extended through the CEC mechanical room and connected at the existing meter locations. New meters and piping to the building supply lines will be required as well.

The estimate prepared by the City Engineering Division was $282,100. The bid from ISCO in the amount of $307,545, along with the deduct change order of $27,886, results in a contract price of $279,659. As a result of the bid, the project was scaled back to fall within the budget. City staff recommends deduction in the amount of $27,886 to move the 6" fire line backflow preventer location to the building entry of the proposed alignment and to include required additional piping specifications, reuse the existing backflow preventers in lieu of installing new ones, and to include the minimum amount of select backfill required by City Specifications for trenching. Adding a construction contingency of $11,341 brings the total contract price to $291,000. Work is scheduled to be completed by September 11, 2020.

Financial Considerations

Funding for this project will be from CEC Water/Fire Line-Perp Care and from CEC Parking Lots-1%#15.

Oversight/Project Responsibility

Alex Sveda, Associate Engineer

Attachments

Resolution
Agreement
Change Order No. 1

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Installation & Service Company, Inc. (ISCO), P.O. Box 2938, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install new domestic and fire suppression water services at the Casper Events Center.

WHEREAS, the Contractor is able and willing to provide those services specified as the

Casper Events Center Water Service Replacement, Project No. 19-012

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for Casper Events Center Water Service Replacement, Project No. 19-012, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the City of Casper who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by September 4, 2020, and ready for final payment in accordance with Article 14 of the General Conditions by September 11, 2020. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan. No open excavations shall remain overnight.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages

for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars ($1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Seventy-Nine Thousand Six Hundred Fifty-Nine and 00/100 Dollars ($279,659.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in

accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars ($25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 through BS-3 of the Bid Schedule.

8.4 Addenda No.: Addendum No. 1, Addendum No. 2, and Addendum No. 3.

8.5 Performance and Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.9 General Requirements, consisting of nine (9) sections. Special Provisions consisting of two (2) Sections and Eleven (11) Drawing "Sheets".

8.10 Notice of Award.

8.11 Notice to Proceed.

8.12 Minutes of the Pre-Bid Conference, if any.

8.13 Contract Drawings, with each sheet bearing the following general title:

Casper Events Center Water Service Replacement, Project No. 19-012

8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of

this Agreement.

8.16 Notice of Substantial Completion.

8.17 Change Order No. 1.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one
(1) original copy on the day and year below written.

DATED this 2nd day of June, 2020.

******THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK******

APPROVED AS TO FORM:
(Casper Events Center Water Service Replacement, Project No. 19-012)

Wallis Tremel

CONTRACTOR:
ISCO

ATTEST:

By:_____

Title:_____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By:_____
Fleur Tremel
Title: City Clerk

By: _____
Steven K. Freel
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Casper Events Center Water Service Replacement
Project No. 19-012

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **September 4, 2020** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **September 11, 2020**, in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. ONE Dated Mar. 12, 2020
   Addendum No. TWO / THREE Dated Mar 17, 2020

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: $ 307,545.00

TOTAL BASE BID, IN WORDS: Three hundred seven Thousand Five hundred forty five and no/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Installation & Service Co, Inc
P.O. Box 293
Mills, Wy 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on Mar 19, 2020.

BF-2

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Installation & Service Co, Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Danny Spurgin (seal)
President
(Title)

(Seal)

Attest: Judy L Spurgin

Business Address: P.O. Box 2938
Mills, Wy 82644

Phone Number: 307-473-9000

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Casper Events Center Water Service Replacement
Project No. 19-012
BID SCHEDULE

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	Mobilization and Bonds	LS	1	20,000.00	20,000.00
2	F&I Temporary Traffic Control	LS	1	1,000.00	1,000.00
3	Landscaping/irrigation/Fencing Repairs	LS	1	17,000.00	17,000.00
4	Tree Removal	EA	1	300.00	300.00
5	F&I 8" PVC Water Main	LF	530	168.00	89,040.00
6	F&I 8" PVC Fittings	EA	5	650.00	3,250.00
7	F&I 8" Gate Valve	EA	3	2,340.00	7,020.00
8	F&I Connection to Existing Waterline	EA	2	4,500.00	9,000.00
9	F&I 4" Domestic PVC Water Service	LF	115	95.00	10,925.00
10	F&I 4" PVC Fittings	EA	2	600.00	1,200.00

11	F&I 4" Gate Valve	EA	1	1,590.00	1,590.00
12	F&I Connection of New 4" Domestic PVC to New 4" Domestic DIP Water Service	EA	1	3,100.00	3,100.00
13	F&I 6" Fire PVC Water Service	LF	115	99.00	11,385.00
14	F&I 6" PVC Fittings	EA	2	600.00	1,200.00
15	F&I 6" Gate Valve	EA	1	1,700.00	1,700.00
16	F&I Connection of New 6" Fire PVC to New 6" Fire DIP Water Service	EA	1	3,400.00	3,400.00
17	F&I Fire Hydrant Assembly	EA	1	11,665.00	11,665.00
18	F&I Flowfill Encasement	CY	10	175.00	1,750.00
19	Sub-Excavate and Install Foundation Material	CY	20	1.00	20.00
20	Erosion and Sedimentation Control	LS	1	1,000.00	1,000.00
21	F&I Building Mechanical/Plumbing Work	LS	1	112,000.00	112,000.00

TOTAL BASE BID	$ 307,545.00

CITY OF CASPER
CHANGE ORDER

DATE OF ISSUANCE:05/04/2020 NO. One (1)

PROJECT: Casper Events Center Water Service Replacement, Project No. 19-012

OWNER: City of Casper, Wyoming

CONTRACTOR: Installation & Service Company, Inc. (ISCO)

ARCHITECT/ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: ISCO has proposed cost deductions to their April 7, 2020 bid consisting of a $16,166 deduction to move the 6" fire line backflow preventer location to the building entry of the proposed alignment and to include required additional piping specifications; a $3,500 deduction to reuse the existing 6" fire line backflow preventer; a $3,500 deduction to reuse the existing 4" domestic line backflow preventer; and a $4,720 deduction to install the minimum select backfill required by City Specs for the proposed below-ground piping. The total deduction is $27,886.

Attachments: required additional piping specifications (email from West Plains Engineering, dated 05/01/2020, Subject 'FW: Bid Tabulation - CEC Water Service Replacement')

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $307,545.00	Original Contract Time: (days or date) Substantial completion: September 4, 2020; Final completion: September 11, 2020
Previous Change Orders No. --- to ---: $ 0	Net change from previous Change Orders (days): --0-- (days): --0--
Contract Price prior to this Change Order: $307,545.00	Contract Time prior to this Change Order: Substantial completion: September 4, 2020; Final completion: September 11, 2020
Net ~~Increase~~/Decrease change of this Change Order: $27,886.00	Net Increase/Decrease of this Change Order: (days) -- 0 --
Contract Price with all approved Change Orders: $279,659.00	Contract Time with all approved Change Orders:(date) Substantial completion: September 4, 2020; Final completion: September 11, 2020

ACCEPTED:	RECOMMENDED:	APPROVED:
BY: _____	BY: _____	BY: _____
Contractor	Architect/Engineer	Owner

CO-1

Alex Sveda

From: Pedro Uztariz <Pedro.Uztariz@WestPlainsEngineering.com>
Sent: Friday, May 1, 2020 3:22 PM
To: Alex Sveda
Cc: John H. Huntley; Rob Armstrong
Subject: FW: Bid Tabulation - CEC Water Service Replacement

Categories: CEC

Alex,

For above ground piping to serve sprinkler systems, you can follow this:

A. Steel Pipe (including 6" diam): ASTM A795 Schedule 10, ASTM A53 Schedule 40, ASTM A135/A135M Schedule 10, or ASTM A795 Schedule 40, [steel (wet systems) and galvanized (dry and preaction)].

a. Steel Fittings: ASME B16.9, wrought steel, buttwelded, ASTM A234/A234M, wrought carbon steel or alloy steel, ASME B16.5, steel flanges and fittings, or ASME B16.11, forged steel socket welded and threaded.

i. 125 lb class fittings.

ii. Fittings shall be the same material (steel or galvanized) as piping.

b. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings and ASME B16.4, threaded fittings.

iii. 125 lb class fittings

iv. Fittings shall be the same material (steel or galvanized) as piping.

c. Malleable Iron Fittings: ASME B16.3, threaded fittings and ASTM A47/A47M.

d. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe.

v. All roll-grooved piping and fittings are to be UL listed and FM approved for use in fire sprinkler systems and be installed per NFPA 13 standards.

vi. Couplings and fittings shall be by same manufacturer.

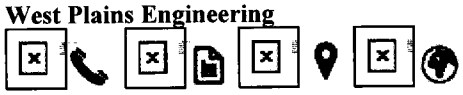
e. Field welding is not allowed as per NFPA 13.

f. Plain end fittings and couplings shall not be approved.

I hope this helps.

Regards,

Pedro **Uztariz**
Mechanical Engineer
West Plains Engineering



-----Original Message-----
From: Alex Sveda <asveda@casperwy.gov>
Sent: Friday, May 1, 2020 10:19 AM
To: John H. Huntley <John.Huntley@WestPlainsEngineering.com>; Rob Armstrong <Rob.Armstrong@WestPlainsEngineering.com>
Subject: Re: Bid Tabulation - CEC Water Service Replacement

John/Rob,

After our meeting yesterday, it was decided that the only location change will be on the inside 6" fire line where the Contractor has proposed to reuse the existing backflow preventer and install it at the building entry location in the old generator room. The existing backflow preventer will also be reused for the domestic. I will be issuing a change order to include the total changes to the bid scope.

I think all I need from WPE now is just some verbiage specifying the above ground (AG) inside 6" fire line material requirements (the domestic will remain copper AG).

Please get this to me by end of day Monday next week, and let me know if you have any questions or comments.

Thanks,

Alex

Alex Sveda, P.E.
Associate Engineer
City of Casper
200 N. David St.
Casper, WY 82601
P 307 235-8341
F 307 235-7548
asveda@casperwy.gov

From: Alex Sveda
Sent: Tuesday, April 28, 2020 1:47 PM

To: John H. Huntley; Rob Armstrong
Subject: RE: Bid Tabulation - CEC Water Service Replacement

John/Rob - After speaking with Events Center Staff and the bidder, it looks like it may be worthwhile to place the backflow preventers where the existing water heater/tank are now, once they are disconnected and moved (see attached picture). I will be meeting with the Contractor onsite at 3pm this Thurs if you would like to attend.

I shared the acceptable piping options with the mechanical contractor, and they had specific question about piping that I was not able to answer. Jerimiah Frisby with Rogue Mechanical may be giving Rob a call regarding his question.

One question here:

1. Once this modification is confirmed, can WPE include a description of these and any piping requirement changes in the plans?

Thanks for your help.

Alex Sveda, P.E.
Associate Engineer
City of Casper
200 N. David St.
Casper, WY 82601
P 307 235-8341
F 307 235-7548
asveda@casperwy.gov

RESOLUTION NO.20-117

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION & SERVICE COMPANY, INC. (ISCO), FOR THE CASPER EVENTS CENTER WATER SERVICE REPLACEMENT, PROJECT NO. 19-012.

WHEREAS, the City of Casper desires to replace the 4-inch domestic and 6-inch fire water services at the Casper Events Center; and,

WHEREAS, ISCO, is able and willing to provide those services specified as the Casper Events Center Water Service Replacement, Project No. 19-012; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars ($20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with ISCO, for those services, in the amount of Three Hundred Seven Thousand Five Hundred Forty-Five and 00/100 Dollars ($307,545.00), with a deduct Change Order No. 1 in the amount of Twenty-Seven Thousand Eight Hundred Eighty-Six and 00/100 Dollars ($27,886.00), for a revised contract amount of Two Hundred Seventy-Nine Thousand Six Hundred Fifty-Nine and 00/100 Dollars ($279,659.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Seventy-Nine Thousand Six Hundred Fifty-Nine and 00/100 Dollars ($279,659.00), and Eleven Thousand Three Hundred Forty-One and 00/100 Dollars ($11,341.00) for a construction contingency account, for a total project amount of Two Hundred Ninety-One Thousand and 00/100 Dollars ($291,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars ($20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

APPROVED AS TO FORM:
(Casper Events Center Water Service Replacement, Project No. 19-012)

Walter Trembath IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 14, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Casper Electric, Inc. in the Amount of $210,000.00, for the Casper Events Center Fire Alarm Replacement, Project No. 17-073.

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action type
Resolution

Recommendation
That Council, by resolution, authorize an agreement with Casper Electric, Inc. for the Casper Events Center Fire Alarm Replacement, Project No. 17-073, in the amount of $210,000.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $31,500.00, for a total project amount of $241,500.00.

Summary
On Tuesday, May 12, 2020, five (5) bids were received for the Casper Events Center Fire Alarm Replacement, Project No. 17-073. The bid received for this work is as follows:

CONTRACTOR	BUSINESS LOCATION	BID AMOUNT
Kenny Electric	Casper, WY	$146,591.00
Casper Electric, Inc.	**Casper, WY**	**$210,000.00**
Wired Electric	Casper, WY	$246,000.00
TJ Electric	Casper, WY	$298,916.00
Modern Electric	Casper, WY	$435,500.00

The Casper Events Center Fire Alarm Replacement Project includes removal and replacement of the existing fire alarm system at the Casper Events Center. The existing system is more than 30 years old and does not meet the current fire codes that apply to the facility. The low bid provided by Kenny Electric was rejected due a submission of conditional items that accompanied the bid. The next lowest bid was provided by Casper Electric, Inc., in the amount of $210,000.00. The estimate prepared by West Plains Engineering, Inc. (WPE) was $327,150.00. WPE reviewed all bids and recommended awarding the project to Casper Electric, Inc. Work is scheduled to be completed by October 30, 2020.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bidders were in-state contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from the Perpetual fund allocated to Casper Events Center Fire Alarm Replacement.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services

Attachments

Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Casper Electric, Inc., 3150 East Yellowstone Highway, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing fire alarm system at the Casper Events Center; and,

WHEREAS, Casper Electric, Inc., is able and willing to provide those services specified as the Casper Events Center Fire Alarm Replacement, Project No. 17-073.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Casper Events Center Fire Alarm Replacement, Project No. 17-073, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by West Plains Engineering, Inc., who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **October 30, 2020**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **November 13, 2020**.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars ($1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor

shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Ten Thousand Dollars ($210,000.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars ($25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).

8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).

8.5 Addenda No. (1).

8.6 Performance and Labor and Payment Bonds.

8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.10 Technical Specifications, consisting of eighteen (18) sections.

8.11 Notice of Award.

8.12 Notice to Proceed.

8.13 Minutes of the Pre-Bid Conference, if any.

8.14 Contract Drawings, consisting of twenty-two (22) sheets, with each sheet bearing the following general title:

Casper Events Center Fire Alarm Replacement, Project No. 17-073

8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

(This space intentionally left blank)

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 2nd day of June, 2020.

APPROVED AS TO FORM:

Wallis Trenerry

CONTRACTOR:

WITNESS:

Casper Electric, Inc.

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Fleur Tremel
Title: City Clerk

By: _____
Steven K. Freel
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Casper Events Center Fire Alarm Replacement
Project No. 17-073

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **October 30, 2020,** and completed and ready for final payment not later than **November 13, 2020,** in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. **1** Dated **05/06/2020**
   Addendum No. _____ Dated _____

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: $ **210,000.00**

TOTAL BASE BID, IN WORDS: **Two Hundred Ten Thousand and no/100** DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

   B. Exhibit "B" - Itemized Bid Schedule.

   C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: **3150 E. Yellowstone Hwy.**
Casper, WY 82609

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on **May 12**, 2020.

Bidder is bidding as a **Resident** (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: **Casper Electric, Inc.** (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: _____ (seal)
Vice President
(Title)

(Seal)

Attest: _____

Business Address: **3150 E. Yellowstone Hwy**
Casper, WY 82609

Phone Number: **307-237-3003**

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

EXHIBIT "B"
BID SCHEDULE

CASPER EVENTS CENTER ARENA FIRE ALARM REPLACEMENT
PROJECT NO. 17-073

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum	R&R = Remove and Replace	LF = Linear Feet	F&I = Furnish and Install
SY = Square Yard	TON = Tons	CY = Cubic Yard	EA = Each

Bid Schedule – Base Bid

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Remove and Replace Fire Alarm System	LS	1	**$ 210,000.00**	**$ 210,000.00**
				TOTAL BASE BID	**$210,000.00**

- **BID IN WORDS:**

Two Hundred Ten Thousand and no/100 Dollars

This bid submitted by: **Corporation**
(Individual, partnership, corporation, or joint venture name)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

CASPER EVENTS CENTER FIRE ALARM REPLACEMENT
PROJECT NO. 17-073

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: May 6, 2020

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (BIDDER)

Casper Electric, Inc.
Firm

By: Signature

Vice President
Title

05/06/2020
Date Received

RESOLUTION NO. 20-118

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER ELECTRIC, INC. FOR THE CASPER EVENTS CENTER FIRE ALARM REPLACEMENT, PROJECT NO. 17-073.

WHEREAS, the City of Casper desires to remove and replace the existing fire alarm system at the Casper Events Center; and,

WHEREAS, Casper Electric, Inc. is able and willing to provide those services specified as the Casper Events Center Fire Alarm Replacement, Project No. 17-073; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirty-One Thousand Five Hundred Dollars ($31,500.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Casper Electric, Inc. for those services, in the amount of Two Hundred Ten Thousand Dollars ($210,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Ten Thousand Dollars ($210,000.00), and Thirty-One Thousand Five Hundred Dollars ($31,500.00) for a construction contingency account, for a total project amount of Two Hundred Forty-One Thousand Five Hundred Dollars ($241,500.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Thirty-One Thousand Five Hundred Dollars ($31,500.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

APPROVED AS TO FORM:
(Casper Events Center Fire Alarm Replacement, Project No. 17-073)

Walter Tremel III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 14, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Grizzly Excavating and Construction LLC in the Amount of $223,811.00, for the Life Steps Parking Lot Improvements, Project No. 20-006.

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action type
Resolution

Recommendation
That Council, by resolution, authorize an agreement with Grizzly Excavating and Construction LLC (Grizzly) for the Life Steps Parking Lot Improvements, Project No. 20-006, in the amount of $223,811.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $22,000.00, for a total project amount of $245,811.00.

Summary
On Thursday, May 14, 2020, four (4) bids were received for the Life Steps Parking Lot Improvements, Project No. 20-006. The bid received for this work is as follows:

CONTRACTOR	BUSINESS LOCATION	BID AMOUNT
Grizzly	**Casper, WY**	**$223,811.00**
71 Construction	Casper, WY	$252,889.00
Knife River	Casper, WY	$288,369.00
Treto Construction	Casper, WY	$304,520.00

The Life Steps Parking Lot Improvements Project includes an asphalt mill and overlay, removal and replacement of concrete flat work, construction of new concrete trash receptacle pads, construction of a new asphalt parking lot, installation of ADA parking signs, and parking lot striping. Work is scheduled to be completed by October 9, 2020. The estimate prepared by the City Engineering Division was $303,675.00.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations
Funding will be from the Capital Reserves fund allocated to the Life Steps Paving Project.

Oversight/Project Responsibility
Terry Cottenoir, Engineering Technician, Public Services

Attachments
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Grizzly Excavating and Construction LLC, PO Box 51692, Casper, Wyoming 82605, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make surfacing improvements and construct a new parking lot at the Life Steps Campus; and,

WHEREAS, Grizzly Excavating and Construction LLC, is able and willing to provide those services specified as the Life Steps Parking Lot Improvements, Project No. 20-006.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Life Steps Parking Lot Improvements, Project No. 20-006, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **October 9, 2020**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **October 16, 2020**.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars ($200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Twenty-Three Thousand Eight Hundred Eleven Dollars ($223,811.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars ($25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).

8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).

8.5 Addenda No. (1).

8.6 Performance and Labor and Payment Bonds.

8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.10 Technical Specifications, consisting of nine (9) sections.

8.11 Amendments & Supplements to the City of Casper Standard Specifications, consisting of five (5) sections.

8.12 Notice of Award.

8.13 Notice to Proceed.

8.14 Minutes of the Pre-Bid Conference, if any.

8.15 Contract Drawings, consisting of six (6) sheets, with each sheet bearing the following general title:

Life Steps Parking Lot Improvements, Project No. 20-006

8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.17 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.18 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 2nd day of June, 2020.

APPROVED AS TO FORM:

Walter Trey

CONTRACTOR:

WITNESS:

Grizzly Excavating and Construction LLC

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Fleur Tremel
Title: City Clerk

By: _____
Steven K. Freel
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Life Steps Parking Lot Improvements
Project No. 20-006

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **October 9, 2020,** and completed and ready for final payment not later than **October 16, 2020,** in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. 1 Dated 5/13/20
   Addendum No. _____ Dated _____

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: $223,811.00

TOTAL BASE BID, IN WORDS: Two Hundred twenty three thousand eight hundred eleven dollars & no Hundredths DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

   B. Exhibit "B" - Itemized Bid Schedule.

   C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 51692
Casper, Wy 82605

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 14th, 2020.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Grizzly Excavating and Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [signature] (seal)

own
(Title)

(Seal)

Attest: Michelle Shillcox

Business Address: PO Box 51692
3441 Burd Rd
Casper, Wy 82605

Phone Number: 307-265-4328

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

EXHIBIT "B"
BID SCHEDULE

LIFE STEPS PARKING LOT IMPROVEMENTS
PROJECT NO. 20-006

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
SY = Square Yard TON = Tons CY = Cubic Yard EA = Each

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonding	LS	1	$ 13000.00	$ 13000.00
2	F&I Temporary Traffic Control	LS	1	$ 6100.00	$ 6100.00
3	Remove Asphalt Surfacing by Cold Milling	SY	1,350	$ 12.96	$ 17,496.00
4	F&I 2" Asphalt Overlay	TON	180	$ 99.00	$ 17,820.00
5	F&I Asphalt Leveling Course	TON	50	$ 104.00	$ 5,200.00
6	R&R Asphalt Section as Patch (4"/6")	SY	350	$ 39.00	$ 13,650.00
7	Sub-Excavate and Install Foundation Material	CY	25	$ 70.00	$ 1,750.00
8	R&R 6" Concrete Over 8" Grading 'W' Base	SF	6,200	$ 14.15	$ 87,730.00
9	F&I 6" Concrete Trash Receptacle Pads Over 8" Grading 'W' Base	SF	240	$ 12.25	$ 2,940.00
10	F&I 4" Asphalt Over 6" Grading 'W' Base	SY	1,600	$ 31.75	$ 50,800.00
11	F&I 4" Solid White Parking Space Marking Paint and ADA Parking Signs	LS	1	$ 1,750.00	$ 1,750.00
12	Asphalt Materials Testing	LS	1	$ 5,575.00	$ 5,575.00
				TOTAL BID	$223,811.00

- **BID IN WORDS:**

Two Hundred twenty-three thousand eight Hundred eleven dollars and No Hundredths

This bid submitted by: _____
(Individual, partnership, corporation, or joint venture name)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

LIFE STEPS PARKING LOT IMPROVEMENTS
PROJECT NO. 20-006

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: May 13, 2020

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (BIDDER)

Grizzly Excavating & Const. LLC
Firm

By: Signature

owner
Title

5-13-2020
Date Received

RESOLUTION NO. 20-119

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING AND CONSTRUCTION LLC FOR THE LIFE STEPS PARKING LOT IMPROVEMENTS, PROJECT NO. 20-006.

WHEREAS, the City of Casper desires to make surfacing improvements and construct a new parking lot at the Life Steps Campus; and,

WHEREAS, Grizzly Excavating and Construction LLC is able and willing to provide those services specified as the Life Steps Parking Lot Improvements, Project No. 20-006; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty-Two Thousand Dollars ($22,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Grizzly Excavating and Construction LLC for those services, in the amount of Two Hundred Twenty-Three Thousand Eight Hundred Eleven Dollars ($223,811.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Twenty-Three Thousand Eight Hundred Eleven Dollars ($223,811.00), and Twenty-Two Thousand Dollars ($22,000.00) for a construction contingency account, for a total project amount of Two Hundred Forty-Five Thousand Eight Hundred Eleven Dollars ($245,811.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty-Two Thousand Dollars ($22,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

APPROVED AS TO FORM:
(Life Steps Parking Lot Improvements, Project No. 20-006)

Walter Trem

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 19, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Transmission Distribution Services LLC, dba TDS Construction, in the Amount of $64,185.00, for the Armory Park Bike Lane Connection, Project No. 19-050.

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action type
Resolution

Recommendation
That Council, by resolution, authorize an agreement with Transmission Distribution Services LLC, dba TDS Construction (TDS), for the Armory Park Bike Lane Connection, Project No. 19-050, in the amount of $64,185.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $5,000.00, for a total project amount of $69,185.00.

Summary
On Tuesday, May 19, 2020, four (4) bids were received for the Armory Park Bike Lane Connection, Project No. 19-050. The bid received for this work is as follows:

CONTRACTOR	BUSINESS LOCATION	BID AMOUNT
TDS	**Casper, WY**	**$64,185.00**
Claymore Energy Services	Cheyenne, WY	$100,280.00
Grizzly Excavating & Construction	Casper, WY	$119,990.00
71 Construction	Casper, WY	$120,190.00

The Armory Park Bike Lane Connection Project includes furnishing and installing approximately 400 lineal feet of 8-foot wide concrete pathway with base course and approximately 200 lineal feet of block retaining wall in Armory Park. This pathway will connect the dedicated bike lanes along South Durbin Street to the Casper Mountain Trail. Work is scheduled to be completed by September 18, 2020. The estimate prepared by the City Engineering Division was $70,000.00.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as

required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations
Funding will be from the One Cent #14 Optional Sales Tax, One Cent #15 Optional Sales Tax, and One Cent #16 Optional Sales Tax Funds allocated to the Platte River Trails Trust.

Oversight/Project Responsibility
Terry Cottenoir, Engineering Technician, Public Services

Attachments
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Transmission Distribution Services LLC, dba TDS Construction, PO Box 716, Glenrock, Wyoming 82637, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to furnish and install approximately 400 lineal feet of 8-foot wide concrete pathway with base course and approximately 200 lineal feet of block retaining wall in Armory Park; and,

WHEREAS, Transmission Distribution Services LLC, dba TDS Construction, is able and willing to provide those services specified as the Armory Park Bike Lane Connection, Project No. 19-050.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Armory Park Bike Lane Connection, Project No. 19-050, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **September 18, 2020**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 25, 2020**.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars ($200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Sixty-Four Thousand One Hundred Eighty-Five Dollars ($64,185.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount

equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars ($25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).

8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).

8.5 Addenda No. (1).

8.6 Performance and Labor and Payment Bonds.

8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.10 Technical Specifications, consisting of eight (8) sections.

8.11 Notice of Award.

8.12 Notice to Proceed.

8.13 Minutes of the Pre-Bid Conference, if any.

8.14 Contract Drawings, consisting of three (3) sheets, with each sheet bearing the following general title:

Armory Park Bike Lane Connection, Project No. 19-050

8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 2nd day of June, 2020.

APPROVED AS TO FORM:

Walter Tremel IV

CONTRACTOR:

WITNESS:

Transmission Distribution Services LLC, dba TDS Construction

By: _____

Title: _____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Fleur Tremel
Title: City Clerk

By: _____
Steven K. Freel
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Armory Park Bike Lane Connection
Project No. 19-050

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **September 18, 2020,** and completed and ready for final payment not later than **September 25, 2020**, in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. 1 Dated 5/13/2020
   Addendum No. _____ Dated _____

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: $ 64,185.00

TOTAL BASE BID, IN WORDS:
Sixty four thousand, one hunderd eighty five DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

   B. Exhibit "B" - Itemized Bid Schedule.

   C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Transmission Distribution Services LLC, dba TDS Construction
109 N. 4th Street PO Box 716
Glenrock, WY 82637

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 19, 2020.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Transmission Distribution Service, LLC dba TDS Construction, (seal)

(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By: Allen Jennings, CEO (seal)

(Title)

(Seal)

Attest: Karma Swanson

Business Address: PO Box 716, 109 N. 4th St.
Glenrock, WY 82637

Phone Number: 307-436-9605

A JOINT VENTURE

By: _____ (seal)

(Name)

_____

(Address)

By: _____ (seal)

(Name)

_____

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

EXHIBIT "B"
BID SCHEDULE

ARMORY PARK BIKE LANE CONNECTION
PROJECT NO. 19-050

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum
SY = Square Yard
R&R = Remove and Replace
LBS = Pounds
LF = Linear Feet
CY = Cubic Yard
F&I = Furnish and Install
EA = Each

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonding	LS	1	$ 2,000.00	$2,000.00
2	F&I Temporary Traffic Control	LS	1	$ 4,620.00	$4,620.00
3	F&I 8' Wide Concrete Pathway with Basecourse	LF	400	$ 54.45	$21,780.00
4	F&I Block Retaining Wall	LS	1	$ 32,560.00	$32,560.00
5	Adjust Manhole Top and Install New Lid	EA	1	$525.00	$525.00
6	Adjust Valve Box Top & Install New Lid	EA	2	$350.00	$700.00
7	Adjust Electrical Pull Box & Install New Lid	EA	2	$250.00	$500.00
8	Landscape Repairs	LS	1	$ 1500.00	$ 1500.00
				TOTAL BID	$64,185.00

N WORDS:

four thousand, one hunderd eighty five dallors and zero cents.

dollars is misspelled

This bid submitted by: Corporation
(Individual, partnership, corporation, or joint venture name)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

ARMORY PARK BIKE LANE CONNECTION
PROJECT NO. 19-050

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: May 13, 2020

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (BIDDER)

Transmission Distribution Service, LLC dba TDS Construction
Firm

By: Signature

Allen Jennings, CEO
Title

5/13/2020
Date Received

RESOLUTION NO. 20-120

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRANSMISSION DISTRIBUTION SERVICES LLC, DBA TDS CONSTRUCTION, FOR THE ARMORY PARK BIKE LANE CONNECTION, PROJECT NO. 19-050.

WHEREAS, the City of Casper desires to furnish and install approximately 400 lineal feet of 8-foot wide concrete pathway with base course and approximately 200 lineal feet of block retaining wall in Armory Park; and,

WHEREAS, Transmission Distribution Services LLC, dba TDS Construction, is able and willing to provide those services specified as the Armory Park Bike Lane Connection, Project No. 19-050; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars ($5,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Transmission Distribution Services LLC, dba TDS Construction, for those services, in the amount of Sixty-Four Thousand One Hundred Eighty-Five Dollars ($64,185.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Sixty-Four Thousand One Hundred Eighty-Five Dollars ($64,185.00), and Five Thousand Dollars ($5,000.00) for a construction contingency account, for a total project amount of Sixty-Nine Thousand One Hundred Eighty-Five Dollars ($69,185.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars ($5,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

APPROVED AS TO FORM:
(Armory Park Bike Lane Connection, Project No. 19-050)

Wallis Trenerth IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 20, 2020

MEMO TO: J. Carter Napier City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Crown Construction, LLC, in the amount of $37,500, for the 2nd Street Railing Painting, Project No. 20-013.

Meeting Type & Date:
Regular Council Meeting
June 2, 2020

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Crown Construction, LLC., in the amount of $37,500, for the 2nd Street Railing Painting, Project No. 20-013. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $10,000, for a total project amount of $47,500.

Summary:
On Wednesday, May 20, 2020, four (4) bids were received for the 2nd Street Railing Painting, Project No. 20-013. The bids received for this work are as follows:

CONTRACTOR	BUSINESS LOCATION	BASE BID
Crown Construction	**Casper, Wyoming**	**$37,500.00**
Claymore Energy Services	Cheyenne, Wyoming	$40,950.00
Core Industrial	Casper, Wyoming	$49,450.00
Paint Services	Casper, Wyoming	$51,293.25

The project includes the removal, surface preparation, and painting of the railing along 2nd Street near County Club Road. The completion date for the project is August 28, 2020. The estimate prepared by the City Engineering Division was $75,000.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations:
Funding for this project will be from Budgeted Miscellaneous Street Improvements funds.

Oversight/Project Responsibility:
Andrew Colling, Engineering Tech

Attachments:
Resolution
Agreement

Crown Construction, LLC
2nd Street Railing Painting
Project No. 20-013

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to repaint the decorative street railing at the intersection of 2nd Street and Country Club Road and,

WHEREAS, Crown Construction, LLC is able and willing to provide those services specified as the 2nd Street Railing Painting, Project No. 20-013.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2nd Street Railing Painting Project No. 20-013, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, hereinafter referred to as "Engineer", which shall act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by August 28, 2020 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 4, 2020.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars ($200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($37,500). See Exhibit "A" - Bid Form.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding $25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).

8.4 Addenda No. (NA).

8.5 Performance and Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.9 General Requirements, consisting of seven (7) sections.

8.10 Special Provisions consisting of one (1) section.

8.11 Notice of Award.

8.12 Notice to Proceed.

8.13 Minutes of the Pre-Bid Conference, if any.

8.14 Contract Drawings, with each sheet bearing the following general title:

2nd Street Railing Painting Project No. 20-013

8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 2nd day of June, 2020.

APPROVED AS TO FORM:

Walter Trauger III

CONTRACTOR:

ATTEST:

Crown Construction, LLC

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Fleur Tremel
Title: City Clerk

By: _____
Steven K. Freel
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
2nd Street Railing Painting
Project No. 20-013

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by August 28, 2020, and completed and ready for final payment not later than September 4, 2020 in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

      Addendum No. _____ Dated _____
      Addendum No. _____ Dated _____

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: $ 37,500.00

TOTAL BASE BID, IN WORDS: Thirty seven thousand Five hundred DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

   B. Itemized Bid Schedule.

   C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Crown Construction LLC
PO Box 664 Mills WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 20, 2020.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Crown Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Kevin Cummings (seal)

Owner
(Title)

NOTARY PUBLIC
SHEA BICKNESE
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 18, 2021

Shea Bicknese

(Seal)

Attest: _____

Business Address: _____

_____

_____

Phone Number: _____

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
2ND STREET RAILING PAINTING
PROJECT NO. 20-013

Bid Date: May 20, 2020 @ 3:00 pm

COMPANY NAME: Crown Construction LLC

ADDRESS: Po Box Mills WY 82644

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related items.

LS = Lump Sum

ITEM NO.	BASE BID SCHEDULE			
	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Surface preparation and painting of the decorative steel railing. (Approximately 560' long)	LS	1	37,500.00

Total Base Bid in words: Thirty seven thousand Five hundred

Bid submitted by: Kevin Cummings Crown Construction LLC

(Individual, Parnership, Corporation or Joint-venture)

RESOLUTION NO.20-121

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE 2ND STREET RAILING PAINTING PROJECT NO. 20-013.

WHEREAS, the City of Casper desires to repaint the railing along East 2nd Street near Country Club Road for the 2nd Street Railing Painting Project; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as 2nd Street Railing Painting Project, No. 20-013; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand and 00/100 Dollars ($10,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Crown Construction, LLC, for those services, in the amount of Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($37,500).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($37,500) and Ten Thousand and 00/100 Dollars ($10,000) for a construction contingency account, for a total project amount of Forty-Seven Thousand Five Hundred and 00/100 Dollars ($47,500).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand and 00/100 Dollars ($10,000) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

APPROVED AS TO FORM:

Walter Trenerry IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 15, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, Public Services Director
Cynthia M. Langston, Solid Waste Manager
Ethan Yonker, Associate Engineer

SUBJECT: Authorizing an Amended Promissory Note and Loan Re-Amortization Schedule for the State Loan and Investment Board State Revolving Fund Loan for the Renovation and Expansion of the existing Baler Building located at the Casper Regional Solid Waste Facility.

Meeting Type and Date:
Regular Council Meeting
June 2, 2020

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an amended promissory note and loan re-amortization schedule for the State Loan and Investment Board (SLIB) State Revolving Fund (SRF) loan, in the amount of $5,334,206.39, for the renovation and expansion of the baler building located at the Casper Regional Solid Waste Facility, Project No. 13-50.

Summary:
City Council approved a SLIB SRF loan in the amount of $6,126,000.00 on February 11, 2015 to fund the renovation and expansion of the baler building. The SLIB loan has a maturity date of 20 years at an interest rate of 2.5%. Revenues from Casper's Solid Waste Division user fees were used as security for the loan.

SLIB requires the City to approve an amended Promissory Note to reduce the loan amount from $6,126,000 to $5,334,206.39 and a payment schedule with the first payment due September 1, 2020 in the amount of Three Hundred Forty-Two Thousand One Hundred Seventy-Four Dollars and 02/100 ($342,174.02) and hereafter until eighteen (18) payments have been made and a twentieth (20^{th}) and final payment of Three Hundred Fourteen Thousand Twenty Dollars and 25/100 ($314,020.25) being due and payable on September 1, 2039. Staff recommends approval of the amended Promissory Note and Loan Payment Schedule.

Financial Considerations:
Funding budgeted each fiscal year from Balefill Fund Reserves.

Oversight/Project Responsibility:
Evan Condelario, Finance Budget and Accounting Supervisor/Cynthia Langston, Solid Waste Manager

Attachments:
State of Wyoming Clean Water State Revolving Fund Loan #CW148 Amended Promissory Note
WY Office of State Lands and Investments City of Casper, CW148, Loan Amortization Report

STATE OF WYOMING
CLEAN WATER STATE REVOLVING FUND
Loan #CW148

AMENDED PROMISSORY NOTE

$ 5,334,206.39 June 2, 2020

On February 11, 2015, the City of Casper, Natrona County, Wyoming, (hereinafter referred to as the "Borrower") for value received, executed a Promissory Note to pay the State of Wyoming State Loan and Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of Six Million One Hundred Twenty-Six Thousand Dollars and 00/100 ($6,126,000.00) together with interest at a rate of two point five percent (2.5%) per annum. A copy of said note is attached hereto as Appendix A and is incorporated herein by reference.

The Borrower has established September 13, 2019 as the completion date of the Baler Building. City of Casper has not made any principal payments as of this date and has relinquished Seven Hundred Ninety-One Thousand Seven Hundred Ninety-Three Dollars and 61/100 ($791,793.61) in unused CWSRF loan funds.

The purpose of this Amended Promissory Note is to establish a new schedule for the repayment of the principal in the amount of Five Million Three Hundred Thirty-Four Thousand Two Hundred Six Dollars and 39/100 ($5,334,206.39) plus interest. The first payment will be due September 1, 2020, and will be comprised of the first amortized principal installment of Two Hundred Ten Thousand Six Hundred Forty-Five Dollars and 64/100 ($210,645.64) plus accrued interest of One Hundred Eighty Thousand Six Hundred Forty-Five Dollars and 54/100 ($180,645.54). Three Hundred Forty-Two Thousand One Hundred Seventy-Four Dollars and 02/100 ($342,174.02) will be due on September 1st hereafter until Eighteen (18) additional payments have been made and a Twentieth (20th) and final payment of Three Hundred Fourteen Thousand Twenty Dollars and 25/100 ($314,020.25) being due and payable on September 1, 2039.

The payment schedule is attached hereto and incorporated herein as Appendix B. All other terms and conditions of the original Promissory Note shall remain in full force and effect.

Dated this 2nd day of June, 2020.

City of Casper

BY:_____

Steven K. Freel, Mayor

ATTEST:

_____

Fleur Tremel, City Clerk

WATER POLLUTION CONTROL
CWSRF-148
CLEAN WATER STATE REVOLVING LOAN NOTE

APPENDIX A

STATE OF WYOMING
WYOMING STATE LOAN & INVESTMENT BOARD
CHEYENNE, WYOMING

PROMISSORY NOTE

$6,126,000.00 February 11, 2015

For value received the City of Casper, Natrona County, Wyoming, (hereinafter "City") promises to pay to the order of the Wyoming State Loan & Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of Six Million One Hundred Twenty Six Thousand Dollars and No/100 ($6,126,000.00), together with interest thereon at the rate of two and one-half percent (2.5%) per annum, in the manner and from the revenues as is more particularly set forth below.

Annual repayment of principal and interest shall begin not later than one (1) year after substantial completion or initiation of operation of the "project" whichever date occurs first, as set forth and described in the Loan Agreement of even date with this Promissory Note (hereinafter "Note"). Said Loan Agreement being incorporated herein at this point as if fully set forth.

Attached hereto is a preliminary amortization schedule of the principal and interest payments due from the City pursuant to this Note. Pursuant to the Loan Agreement, the Parties understand that the First Payment Due Date will be on or before a date which is one (1) year after substantial completion or initiation of operations of the "project" whichever date occurs first. The amount of the first payment due under the Note will include accrued interest on disbursements. In the event the City does not borrow the entire sum of Six Million One Hundred Twenty Six Thousand Dollars and No/100 ($6,126,000.00), the Parties agree to amend the Note and amortization schedule to reflect the principal sum actually borrowed by the City with all of the other terms of the Note remaining the same.

All or any portion of the principal due on this Note may be prepaid at any time. The City shall have the right and privilege of making extra payments or pay the entire unpaid balance at any time without penalty. Extra payments shall be credited first to interest due and the balance to principal. Advance or extra payments on account of the principal shall not reduce the annual payments to be made but are to operate only to discharge the loan at an earlier date.

In the event the annual payment of principal and interest is not received on the specified due date of each year, the City will be in default, and the Board may proceed against the revenues assigned and pledged by the City pursuant to the loan Assignment and Pledge of Revenues as provided by law.

Failure to pay any installment or installments hereon when due shall entitle the holder hereof to declare the whole of the unpaid balance on this Note due and payable on demand.

The maker of this Note hereby accepts the conditions hereon and expressly waives presentment for payment and any claims presented pursuant to W.S. § 15-1-125, protest and notice of protest for nonpayment hereof and all defenses on the grounds of any extension of time of payment that may be given by the holder hereof

In the event of suit to enforce payment of this Note for any installment, interest, or part thereof, the undersigned maker agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorney's fees and costs.

CITY OF CASPER

BY: _____
CHARLIE POWELL, MAYOR

ATTEST:
SEAL OF THE CITY OF CASPER, WYO.

_____
ELEN MCDONALD, CITY CLERK

Wyoming The Office of State Lands and Investments

City of Casper - CW148

Loan Amortization Report-APPENDIX B

Date: 04/03/20
Time: 01:30:34 PM

Interest Rates			
Start Date	End Date	Interest Rate	Fee Rate
05/06/2015	09/01/2041	2.500000	0.000000

Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
	/ /						$ 5,334,206.39	$ 5,334,206.39	$ 5,334,206.39
1	09/01/2020	$ 210,645.64	2.500000	$ 180,645.54	$ 0.00	$ 391,291.18		$ 5,123,560.75	$ 5,123,560.75
2	09/01/2021	$ 215,839.65	2.500000	$ 126,334.37	$ 0.00	$ 342,174.02		$ 4,907,721.10	$ 4,907,721.10
3	09/01/2022	$ 221,161.72	2.500000	$ 121,012.30	$ 0.00	$ 342,174.02		$ 4,686,559.38	$ 4,686,559.38
4	09/01/2023	$ 226,615.02	2.500000	$ 115,559.00	$ 0.00	$ 342,174.02		$ 4,459,944.36	$ 4,459,944.36
5	09/01/2024	$ 232,202.79	2.500000	$ 109,971.23	$ 0.00	$ 342,174.02		$ 4,227,741.57	$ 4,227,741.57
6	09/01/2025	$ 237,928.34	2.500000	$ 104,245.68	$ 0.00	$ 342,174.02		$ 3,989,813.23	$ 3,989,813.23
7	09/01/2026	$ 243,795.06	2.500000	$ 98,378.96	$ 0.00	$ 342,174.02		$ 3,746,018.17	$ 3,746,018.17
8	09/01/2027	$ 249,806.45	2.500000	$ 92,367.57	$ 0.00	$ 342,174.02		$ 3,496,211.72	$ 3,496,211.72
9	09/01/2028	$ 255,966.06	2.500000	$ 86,207.96	$ 0.00	$ 342,174.02		$ 3,240,245.66	$ 3,240,245.66
10	09/01/2029	$ 262,277.55	2.500000	$ 79,896.47	$ 0.00	$ 342,174.02		$ 2,977,968.11	$ 2,977,968.11
11	09/01/2030	$ 268,744.67	2.500000	$ 73,429.35	$ 0.00	$ 342,174.02		$ 2,709,223.44	$ 2,709,223.44
12	09/01/2031	$ 275,371.25	2.500000	$ 66,802.77	$ 0.00	$ 342,174.02		$ 2,433,852.19	$ 2,433,852.19
13	09/01/2032	$ 282,161.23	2.500000	$ 60,012.79	$ 0.00	$ 342,174.02		$ 2,151,690.96	$ 2,151,690.96
14	09/01/2033	$ 289,118.63	2.500000	$ 53,055.39	$ 0.00	$ 342,174.02		$ 1,862,572.33	$ 1,862,572.33
15	09/01/2034	$ 296,247.58	2.500000	$ 45,926.44	$ 0.00	$ 342,174.02		$ 1,566,324.75	$ 1,566,324.75
16	09/01/2035	$ 303,552.31	2.500000	$ 38,621.71	$ 0.00	$ 342,174.02		$ 1,262,772.44	$ 1,262,772.44
17	09/01/2036	$ 311,037.17	2.500000	$ 31,136.85	$ 0.00	$ 342,174.02		$ 951,735.27	$ 951,735.27
18	09/01/2037	$ 318,706.57	2.500000	$ 23,467.45	$ 0.00	$ 342,174.02		$ 633,028.70	$ 633,028.70
19	09/01/2038	$ 326,565.09	2.500000	$ 15,608.93	$ 0.00	$ 342,174.02		$ 306,463.61	$ 306,463.61
20	09/01/2039	$ 306,463.61	2.500000	$ 7,556.64	$ 0.00	$ 314,020.25		$ 0.00	$ 0.00
Totals:		**$ 5,334,206.39**		**$ 1,530,237.40**	**$ 0.00**	**$ 6,864,443.79**	**$ 5,334,206.39**		

RESOLUTION NO. 20-122

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE STATE LOAN AND INVESTMENT BOARD PROMISSORY NOTE THROUGH THE STATE REVOLVING FUND FOR THE BALER BUILDING RENOVATION AND EXPANSION PROJECT LOCATED AT THE CASPER REGIONAL SOLID WASTE FACILITY, PROJECT NO. 13-50.

WHEREAS, the City of Casper and the State of Wyoming desire to amend the Clean Water State Revolving Fund (CWSRF) Loan Number 148 by reducing the principal sum from $6,126,000.00 to $5,334,206.39 with a maturity date of 20 years at an interest rate of 2.5%; and,

WHEREAS, the reduced principal sum matches the amount for which the City was actually reimbursed by the State; and,

WHEREAS, the State's custom and practice is to only modify the promissory note to match the reduced principal sum, and not modify the underlying loan; and,

WHEREAS, the State deems the amended promissory note as the controlling document regarding the principal sum to be repaid; and,

WHEREAS, the State Revolving Fund Program requires the City's approval for amending the promissory note and establishing a payment schedule; and.

WHEREAS, the City of Casper plans to repay the requested State Revolving Fund Loan from Balefill Revenues.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That an Amended Promissory Note in the amount of $5,334,206.39 is approved and shall be submitted to the State Loan and Investment Board for a first payment to be processed on September 1, 2020, for the Baler Building Renovation and Expansion Project located at the Casper Regional Solid Waste Facility, Project No. 13-50.

BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, or the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the governing body on all matters relating to this loan.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

APPROVED AS TO FORM:

Walter Trenk IV

(Baler Building – SLIB Loan Amendment Resolution)

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 20, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Connie Arnold, Finance Supervisor

SUBJECT: Authorize the discharge of $27,111.03 uncollectible accounts receivable balances, aged between the date of January 1, 2015 and March 31, 2015, including a more recent bankruptcy and Estate Liquidation.

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action type
Minute Action

Recommendation
That Council, by Minute Action, authorize the discharge of $27,111.03 of uncollectible accounts receivable balances, aged between the dates of January 1, 2015 and March 31, 2015, including a more recent bankruptcy and Estate Liquidation.

Summary
Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy. Staff has cross referenced the current utility accounts, payroll, and accounts receivable database for names and addresses as a final review.

Staff is always reticent to release any debt as uncollectible. After sixty days of pursuit by City Staff, unpaid debts are referred to a private collection agency. But after five years of collection effort, these debts have not been collected. It has become exceedingly unlikely that additional effort expended on collection will result in any additional payments.

The attached accounts receivable list shows all amounts owed up to March 31, 2015. This proposed discharge maintains five (5) years of accounts receivable on the aged trial balance, supporting staff's current workflow to continually clear up bad debt. The total balance of $27,111.03 is certified for discharge.

Financial Considerations

The accounts requested to be discharged will have no financial impact to the City's reported financial results. The City adjusts bad debt expense at the end of each fiscal year, and because the proposed accounts for write-off are five (5) years old, they have been previously recognized.

Oversight/Project Responsibility

Connie Arnold, Finance Supervisor

Attachments

Summary Table – Fund breakdown of the Uncollectible Accounts Receivable Discharge List.
City of Casper Uncollectible Accounts Receivable Discharge Listing – Up through 03/31/15.

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE
as of March 31, 2015
Includes more recent estate liquidations and bankruptcies

Summary Table

Discharge Reason	Non-Utility	Water Distribution	Wastewater Collection	Refuse Collection	Total Amount
Collection Efforts Exhausted	$13,182.59	$4,522.07	$3,621.38	$4,895.43	$26,221.47
Bankruptcy		$187.11	$97.81	$61.08	$346.00
Estate Liquidation	$543.56				$543.56
Total	$13,726.15	$4,709.18	$3,719.19	$4,956.51	$27,111.03

The non-utililty accounts receivable in the 'Collection Efforts Exhausted' section consists largely of the following services: Risk Management: $7218.09 Property Damage Claims; Casper Rec. Center $3,308.20 Classes, Camp, Ice Time; Code Enforcement: $2,494.06 Mowing.

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE

As of March 31, 2015

Includes more recent estate liquidations and bankruptcies.

Listing by Account Holder

Achenbach, Justin	2/27/2015	$26.39	Collection Efforts Exhausted
Alano, Angela	2/13/2015	$88.90	Collection Efforts Exhausted
Allbritton, Joshua	3/12/2015	$88.67	Collection Efforts Exhausted
Altisource	1/20/2015	$142.59	Collection Efforts Exhausted
Areford, James	3/23/2015	$110.83	Collection Efforts Exhausted
Ashby, Kara	2/10/2015	$65.33	Collection Efforts Exhausted
Beaubureau, Francis	2/4/2015	$123.14	Collection Efforts Exhausted
Beech Street Properties Ll	12/2/2014	$30.80	Collection Efforts Exhausted
Benson, Christy	10/10/2014	$807.64	Collection Efforts Exhausted
Bernhardt, Christopher	2/2/2015	$17.82	Collection Efforts Exhausted
Berni, Jo Minne	12/2/2014	$322.36	Collection Efforts Exhausted
Bordwine, James	12/30/2014	$761.25	Collection Efforts Exhausted
Broderick, Brent	3/20/2015	$230.58	Collection Efforts Exhausted
Brower, Karla	2/24/2015	$78.82	Collection Efforts Exhausted
Brown, Miranda	2/23/2015	$132.37	Collection Efforts Exhausted
Brown, Shane	2/11/2015	$27.73	Collection Efforts Exhausted
Brutterback, Brett	2/9/2015	$83.56	Collection Efforts Exhausted
Bunner Sr, Brenna	3/4/2015	$83.77	Collection Efforts Exhausted
Cadwell, Gary	3/2/2015	$191.89	Collection Efforts Exhausted
Camacho, Francisco	1/8/2015	$88.83	Collection Efforts Exhausted
Cantu, Michael	2/26/2015	$58.93	Collection Efforts Exhausted
Carabajal, Dolores N	2/5/2015	$455.51	Collection Efforts Exhausted
Casper, Chris	2/12/2015	$66.59	Collection Efforts Exhausted
Centrad Health Care	1/27/2015	$48.88	Collection Efforts Exhausted
Christy, Brittany	1/15/2015	$21.91	Collection Efforts Exhausted
Clements, Lindsey	3/5/2015	$128.14	Bankruptcy
Crisp, Jean F	2/5/2015	$129.11	Collection Efforts Exhausted
Cupp, Ashley	3/23/2015	$66.78	Collection Efforts Exhausted
Dalton, Jack	8/29/2018	$349.49	Estate Liquidation
Davis, Katie	3/3/2015	$40.63	Collection Efforts Exhausted
Duke, Amanda	2/3/2015	$57.12	Collection Efforts Exhausted
Farnes, Misty	1/5/2015	$217.78	Collection Efforts Exhausted
Funderburk, Amanda	1/26/2015	$60.70	Collection Efforts Exhausted
Gail, Jordan	10/27/2014	$40.25	Collection Efforts Exhausted
Gardner, Peter	2/20/2015	$112.40	Collection Efforts Exhausted
Garnier, Jamie	2/26/2015	$10.88	Collection Efforts Exhausted

Gingrich, Meredith	2/11/2015	$92.88	Collection Efforts Exhausted
Golden Corral	3/19/2015	$4,144.46	Collection Efforts Exhausted
Gomez, Angelina	3/6/2015	$129.17	Collection Efforts Exhausted
Gonzalez, Maria Luz	12/3/2014	$723.17	Collection Efforts Exhausted
Grey Wolf Fabrication	3/4/2015	$32.26	Collection Efforts Exhausted
Hackman, Scott	3/10/2015	$52.69	Collection Efforts Exhausted
Hale, Matthew	2/20/2015	$28.22	Collection Efforts Exhausted
Harley, Lynes	10/29/2014	$5,034.49	Collection Efforts Exhausted
Harris, Tason	3/11/2015	$88.31	Collection Efforts Exhausted
Hawes, Krysten	3/10/2015	$112.57	Collection Efforts Exhausted
Holden, Kai	10/23/2014	$32.40	Collection Efforts Exhausted
Hughes, Kylie	1/8/2015	$108.41	Bankruptcy
Hunt, Shandra	1/9/2015	$144.73	Collection Efforts Exhausted
Hurst, Stephanie	3/4/2015	$393.61	Collection Efforts Exhausted
J&H Speed Equipment	10/27/2014	$106.27	Collection Efforts Exhausted
Jacobs, Gena	2/2/2015	$66.90	Collection Efforts Exhausted
Johnson, Andrew	1/23/2015	$68.70	Collection Efforts Exhausted
Johnson, Tina	2/25/2015	$103.20	Collection Efforts Exhausted
Jordan, Gail	1/9/2015	$19.98	Collection Efforts Exhausted
Kalasinky, Jim	3/5/2015	$112.94	Collection Efforts Exhausted
Keener, Santana	2/2/2015	$201.77	Collection Efforts Exhausted
Kelly, William	3/30/2015	$8.99	Collection Efforts Exhausted
Kessler, Brian	12/29/2014	$1,363.42	Collection Efforts Exhausted
Lafleur, Leanna	3/11/2015	$67.48	Collection Efforts Exhausted
Lear, Connie	1/26/2015	$91.51	Collection Efforts Exhausted
LeForte, joyce	10/27/2014	$25.00	Collection Efforts Exhausted
Lewis Peak Construction	2/17/2015	$162.24	Collection Efforts Exhausted
Linhardt, Elizabeth	2/23/2015	$192.74	Collection Efforts Exhausted
Llanas, Acacia	1/27/2015	$11.06	Collection Efforts Exhausted
Lookhart, Tiffany	2/10/2015	$64.78	Collection Efforts Exhausted
Mahaffey, Deborah	10/12/2018	$194.07	Estate Liquidation
Maher, Ronald	1/22/2015	$197.98	Collection Efforts Exhausted
Mahoney, Ayana	2/26/2015	$172.23	Collection Efforts Exhausted
Marken, Jimmie D	10/23/2014	$25.00	Collection Efforts Exhausted
Markus, Ryan	2/5/2015	$16.73	Collection Efforts Exhausted
Martin, Kori	3/2/2015	$68.72	Collection Efforts Exhausted
Mays, Codi	3/16/2015	$95.65	Collection Efforts Exhausted
Mcenespy, Daniel	2/27/2015	$127.12	Collection Efforts Exhausted
Mcgee, Tyler	2/5/2015	$72.93	Collection Efforts Exhausted
Mckenna, Sasha	1/5/2015	$109.45	Bankruptcy
Mcknight, Daniel	3/4/2015	$193.61	Collection Efforts Exhausted
Mcleod, Debbi	2/20/2015	$63.62	Collection Efforts Exhausted
Montoya, Kimberly	2/2/2015	$69.68	Collection Efforts Exhausted
Murphy, Joseph	12/12/2014	$176.15	Collection Efforts Exhausted

Northern Edge Inc	12/2/2014	$2,475.56	Collection Efforts Exhausted
Osborne, Bryce	11/17/2014	$39.44	Collection Efforts Exhausted
Parker, Matt S	3/6/2015	$120.46	Collection Efforts Exhausted
Parsons, Ashley	3/18/2015	$36.58	Collection Efforts Exhausted
Pile, Debbie	11/10/2014	$50.42	Collection Efforts Exhausted
Price, Nicole	2/13/2015	$20.61	Collection Efforts Exhausted
Pugh, Jacob	3/5/2015	$184.68	Collection Efforts Exhausted
Quintana, Emilo	1/28/2015	$550.53	Collection Efforts Exhausted
Reamer, Richard	1/30/2015	$108.83	Collection Efforts Exhausted
Reynolds, James	2/27/2015	$8.59	Collection Efforts Exhausted
Riggs, Kyle	1/16/2015	$82.87	Collection Efforts Exhausted
Robb, Amanda	3/9/2015	$93.15	Collection Efforts Exhausted
Rocky Mountain Stucco	1/21/2015	$594.94	Collection Efforts Exhausted
Safford, Katie	1/22/2015	$11.50	Collection Efforts Exhausted
Schlenker, Deb	1/21/2015	$7.92	Collection Efforts Exhausted
Schoopman, James	1/27/2015	$104.82	Collection Efforts Exhausted
Scrogings, Jessica	1/14/2015	$29.25	Collection Efforts Exhausted
Shaulis, Eugene T	12/2/2014	$108.00	Collection Efforts Exhausted
Sierz, James M	10/20/2014	$33.25	Collection Efforts Exhausted
Simpson,Jessica	2/18/2015	$164.17	Collection Efforts Exhausted
Sitting Eagle, Wanda	3/31/2015	$43.48	Collection Efforts Exhausted
Smith, Kristen M	1/23/2015	$181.33	Collection Efforts Exhausted
Sun Trust Mortgage	11/5/2014	$63.43	Collection Efforts Exhausted
Thomas, Cyndi	10/23/2014	$25.00	Collection Efforts Exhausted
Todd, Steven	3/20/2015	$77.49	Collection Efforts Exhausted
Upright Detailing	3/5/2015	$437.51	Collection Efforts Exhausted
Valdez, Pedro	2/5/2015	$352.01	Collection Efforts Exhausted
Watkins, Lacy	11/10/2014	$25.00	Collection Efforts Exhausted
Webb, J.B.	2/2/2015	$20.82	Collection Efforts Exhausted
Wilkerson, Wesley	2/13/2015	$11.06	Collection Efforts Exhausted
Williams, Richard	1/13/2015	$312.67	Collection Efforts Exhausted

May 21, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Evan Condelario, Budget & Accounting Supervisor

SUBJECT: Fiscal Year 2020-2021 Proposed Budget Summary

Meeting Type & Date
Regular Council Meeting
June 2, 2020

Action type
Minute Action

Recommendation
That Council, by minute action, authorizes inclusion of Fiscal Year 2020-2021 Summary Proposed Budget into the minutes of the June 2, 2020, Regular Council meeting.

Summary
By Wyoming State Statute 16-4-109(a), a Summary Proposed Budget is to be entered into the minutes and published at least one (1) week before the public hearing date. To meet this requirement, the attached Summary of the Fiscal Year 2020-2021 Proposed Budget is hereby submitted for inclusion in the June 2, 2020 minutes.

On June 16, 2020 a public hearing will be held for presentation of the Fiscal Year 2020-2021 Budget. W.S.S. 16-4-109(b) further requires that within twenty-four (24) hours of the conclusion of the public hearing the Council shall adopt the budget, which, subject to future amendments, shall be in effect for the next fiscal year. Prior to adoption, the Requested Budget Summary is subject to change, after review by the City Council.

Financial Considerations
N/A

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments
To be provided prior to meeting